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I. EXHIBITS OFFERED AND ADMITTED AT  
HEARING OF MAY 26, 27 AND 28, 1964

PLAINTIFF'S EXHIBIT No. 1

Filed: May 26, 1964

ORDER OF RAILROAD TELEGRAPHERS

3860 Lindell Boulevard

St. Louis 8, Mo.

Telephone  
Jefferson 3-8321

September 4, 1963

Mr. E. C. Thompson, Executive Secretary  
National Mediation Board  
Washington, D. C. 20572

File: MB-455

Dear Sir:

Please find attached hereto an application for the mediatory services of your Board, submitted under the provisions contained in Section 5, First, of the Railway Labor Act, in a dispute between the Cooperating Railway Labor Organizations, listed in Appendix No. 1 attached hereto, and the Florida East Coast Railway, resulting from the serving by the Carrier on each of the Organizations listed in Appendix No. 1 of the uniform notice of July 31, 1963, a copy of which is attached to the application, identified as Appendix No. 2.

The uniform notice served by the Carrier on July 31, 1963, proposes the cancellation, effective September 1, 1963, of the Union Shop Agreements now in effect with the named Cooperating Railway Labor Organizations.

The initial conference to discuss the Carrier's proposal was scheduled and held August 29, 1963, attended by the representatives of the parties to the dispute except the American Train Dispatchers Association, but negotiations did not materialize because of the insistence of Carrier's representative that a verbatim record be made of the conference by means of a recorder and that the conference proceedings could not be conducted without such a recording being made. The Organization representatives asserted their inability to bargain in the environment and under the impossible conditions created by the Carrier's representative and as he would not change these conditions to those anticipated and universally obtaining in conducting negotiations under the Railway Labor Act, the conference was terminated. We feel that further attempts at negotiation would have been futile and therefore, invoke the services of the National Mediation Board on the dispute concerning Carrier's proposal.

The National Mediation Board is hereby requested to accept jurisdiction of this dispute and promptly take the necessary action under the Railway Labor

Act to prevent the Carrier from unilaterally placing its proposal into effect.

Yours very truly,

(Signed) G. E. LEIGHTY  
Chairman,  
Seventeen Cooperating  
Railway Labor Organizations

Enclosures

c/c-Messrs	R. K. Berg	H. Pickett
	E. F. Carlough	J. W. Ramsey
	G. M. Freeman	T. V. Ramsey
	M. Fox	J. W. O'Brien
	A. J. Bernhardt	E. H. Wolfe
	A. Matz	J. B. Zink
	G. M. Harrison	R. W. Smith
	C. L. Dennis	H. Buoy
	H. C. Crotty	E. Erickson
	J. Clark	Capt. J. E. Bishop
	E. S. Miller	E. Murphy
	M. G. Schoch	L. P. Schoene
	J. M. Calhoon	D. S. Beattie
	A. J. Hayes	E. L. Oliver
	T. W. Gleason	

An Official Record of the U. S. Government.  
A Document Kept in the Office of the National  
Mediation Board, Washington, D. C. Certified  
A True Copy.

(Signed) E. C. THOMPSON  
E. C. Thompson  
Executive Secretary

Received: Sept. 6, 1963



## PLAINTIFF'S EXHIBIT No. 2

Filed: May 26, 1964

CONDITIONS OF EMPLOYMENT  
APPLYING TO  
EMPLOYEES  
OF  
FLORIDA EAST COAST RAILWAY COMPANY

INDEX TO CONDITIONS  
OF EMPLOYMENT

ITEM NO.	GENERAL SUBJECT
I	CLASSIFICATIONS OF JOBS AND RATE OF PAY.
II	SENIORITY.
III	LEAVES OF ABSENCE.
IV	BULLETINING PROCEDURES.
V	BASIS OF PAY.
VI	REDUCING FORCE.
VII	BEGINNING OF DAY.
VIII	RECALLING FOR SERVICE.
IX	EXERCISING SENIORITY.
X	STARTING TIME.
XI	DISCIPLINE PROCEDURES.
XII	INVESTIGATIONS.
XIII	FREE TRANSPORTATION.
XIV	EXAMINATIONS.
XV	VACATIONS.

- XVI VACATION PAY.
- XVII HOLIDAY PAY.
- XVIII NEW EMPLOYEES.

#### NON-OPERATING

- N-I INTERMITTENT SERVICE.
- N-II MEAL PERIODS.
- N-III CALLS.

#### OPERATING

- O-I MORE THAN ONE CLASS OF SERVICE.
- O-II HELD AWAY FROM HOME TERMINAL  
TIMES.
- O-III CALLING CREWS.
- O-IV CALLED AND NOT USED.
- O-V DEADHEADING.
- O-VI EXTRA BOARD EMPLOYEES.
- O-VII MEAL PERIODS.

#### I

Employees will be required to perform any work designated by their supervisors for which they are qualified, titles or classifications of the employee's position in no way restricting such employee from performing any such service.

Jobs will fall in the following classifications with rates of pay applying as indicated below, such classifications being subject to elimination, consolidation or addition by the Railway as requirements of the service demand.

# *JOB CLASSIFICATION*

<i>JOB TITLE</i>	<i>STRAIGHT TIME RATE PER HOUR</i>
Enginehouse Foremen	\$3.90
Car Foremen	3.80
Machine Shop Foreman	3.80
Electrical Foremen	3.80
Dispatchers	3.65
Yardmasters	3.65
Maintenance of Equip. Gang Foreman	3.25
Locomotive Engineers (Thru Frt.)	3.05
Locomotive Engineers (Passenger)	2.95
Signal Foremen	2.95
Bookkeepers	2.95
Machine Programmers	2.95
Locomotive Engineers (Local Frt.)	2.90
Locomotive Engineers (Yard)	2.90
Train Conductors (Passenger)	2.90
Yard Foremen	2.90
Accountants	2.90
Train Conductor (Thru Frt.)	2.80
Train Conductor (Local Frt.)	2.80
Welder	2.80
Rate & Division Clerk	2.80

Signalman	2.75
Machine Operator (IBM)	2.75
Rate & Adjustment Clerk	2.75
Voucher Clerk	2.75
Equipment Repairmen	2.70
Machinist	2.70
Carmen	2.70
Sheet Metal Worker	2.70
Electrician	2.70
Boiler Maker	2.70
Blacksmith	2.70
Division Clerk	2.70
Requisition Clerk	2.70
Specialized B & B Foremen	2.65
Specialized Roadway Foremen	2.65
Claim Clerk	2.65
AAR Clerk	2.65
Switchmen	2.60
Maintenance Foremen	2.60
Signalman Helper	2.60
Apprentice First Class	2.60
Account Clerk	2.60
Cashier - Teller	2.60
O.S. & D. Clerk	2.60
Crew Caller	2.60
Purchasing Clerk	2.60
Quotation Clerk	2.60
Ticket Refund Clerk	2.60
Agent Operator Class I	2.60
B & B Gang Foremen	2.55
Roadway Gang Foremen	2.55

Agent Operator, Class III	2.55
Jr. Quotation Clerk	2.55
Stenographer	2.55
Trainmen (Local Frt.)	2.50
Machine Operator, Heavy	2.50
Agents	2.50
Warehouse Foremen	2.50
Ticket Clerk Operator	2.50
Bridgemen	2.45
Carpenters	2.45
General Clerks	2.45
Operators	2.45
Reservation Clerks	2.45
Yard Clerks	2.45
Apprentice Second Class	2.45
Trainmen (Baggagemen-Passenger)	2.40
Trainmen (Thru Freight)	2.40
Machine Operator Light	2.40
Bridge Tender, Class I	2.40
Welder Helpers	2.40
Baggage Clerks	2.40
M/E Shop Helpers	2.40
M/E Helpers	2.40
Ticket Clerks	2.35
Apprentice Third Class	2.35
Equipment Repairman Helper	2.35
Signalman Apprentice	2.35
Trainmen (Flagmen-Passenger)	2.30
Ticket Stock Clerks	2.30
Attachment Clerks	2.30

Stock Clerks	2.30
Apprentice, Fourth Class	2.25
Bridgeman Helpers	2.20
Carpenter Helpers	2.20
Bridge Tender, Class II	2.20
Freight Checkers	2.15
Laborers	2.10
Switchboard Operators	2.10
Messengers	2.10
Station Porters	2.10
Red Caps	2.10
Cooks	2.10
Train Porters	2.00
Train Attendants	2.00
Train Maids	2.00

## II

New employes will establish seniority dates as of the first date on which compensated service is performed. Rosters will be established reflecting such seniority dates and will be divided in the following master seniority groups:

- I - TRANSPORTATION OPERATING EMPLOYES:
- II - MAINTENANCE OF WAY EMPLOYES:
- III - MAINTENANCE OF EQUIPMENT EMPLOYES:
- IV - OFFICE AND CLERICAL EMPLOYES:
- V - STATION AND MISCELLANEOUS EMPLOYES:

Each employe will hold seniority in only one master seniority group, which group will be sub-divided in accordance with job classifications. Employes will be placed on sub-classification seniority lists in accordance with individual qualifications at such time as they demonstrate those qualifications and are approved by the supervisory officer in charge. To qualify for a sub-classification seniority list an employe must acquaint himself with the work and demonstrate his qualifications to the supervisory officer in charge without expense to the Railway.

A seniority date on sub-classification seniority lists will correspond with the seniority date of the individual involved on the master seniority list, i.e., each individual employe having only one seniority date irrespective of the time that he qualifies for entry upon a given sub-classification seniority list. This will not prevent employes from qualifying for two or more sub-classification seniority lists, except that an employe must establish seniority in at least one additional sub-classification during each 5-year period and failing to do so will be barred from establishing seniority in additional sub-classifications. In the event requirements of the service dictate new sub-classification seniority lists may be established or existing sub-classification seniority lists consolidated if necessary dovetailing or establishing of seniority lists to be affected in order to accomplish such changes.

Seniority lists will be published July 1st of each year and be open to protest for a sixty-day (60) period thereafter.

Sub-classification seniority lists will be established as follows:

## **I—TRANSPORTATION OPERATING EMPLOYES**

### ***I-A — Engine Service***

- I-A-1 — Engineers — Passenger**
- I-A-2 — Engineers — Road Service**
- I-A-3 — Engineers — Yard**

### ***1-B — Train and Yard Service***

- I-B-1 — Conductors — Passenger**
- I-B-2 — Conductors — Road Freight**
- I-B-3 — Conductors — Yard**
- I-B-4 — Trainmen — Passenger**
- I-B-5 — Trainmen — Road Freight**
- I-B-6 — Trainmen — Yard**

## **II — MAINTENANCE OF WAY EMPLOYES**

### ***II-A — Foremen***

- II-A-1 — Signal Foremen**
- II-A-2 — Specialized Roadway Foremen**
- II-A-3 — Specialized B. & B. Foremen**
- II-A-4 — Roadway Gang Foremen**
- II-A-5 — B. & B. Gang Foremen**

### ***II-B — Mechanics***

- II-B-1 — Welders**
- II-B-2 — Signalmen**
- II-B-3 — Equipment Repairmen**
- II-B-4 — Heavy Machine Operators**
- II-B-5 — Bridgemen**
- II-B-6 — Carpenters**
- II-B-7 — Light Machine Operators**
- II-B-8 — Bridge Tenders Class I**



**II-C — Helpers**

- II-C-1 — Signalman Helpers
- II-C-2 — Welders Helpers
- II-C-3 — Equipment Repairman Helpers
- II-C-4 — Carpenter Helpers
- II-C-5 — Bridgeman Helpers
- II-C-6 — Bridge Tenders Class II
- II-C-7 — Signalman Apprentice

**II-D — Laborers**

- II-D-1 — Laborers
- II-D-2 — Cooks

**III — MAINTENANCE OF EQUIPMENT EMPLOYEES**

**III-A — Foremen**

- III-A-1 — Enginehouse Foremen
- III-A-2 — Car Foremen
- III-A-3 — Machine Shop Foremen
- III-A-4 — Electrical Foremen
- III-A-5 — Gang Foremen

**III-B — Mechanics**

- III-B-1 — Machinists
- III-B-2 — Carmen
- III-B-3 — Sheet Metal Workers
- III-B-4 — Electricians
- III-B-5 — Boilermakers
- III-B-6 — Blacksmiths

**III-C — Apprentice Mechanics**

- III-C-1 — Machinist Apprentices
- III-C-2 — Carmen Apprentices
- III-C-3 — Sheet Metal Worker Apprentices

III-C-4 — Electrician Apprentices

III-C-5 — Mechanics Apprentices

*III-D — Helpers*

III-D-1 — Helpers and Shop Helpers (All Classifications)

*III-E — Laborers*

III-E-1 — Laborers (All Classifications)

**IV — OFFICE AND CLERICAL EMPLOYEES**

*IV-A — Transportation*

IV-A-1 — Dispatchers

IV-A-2 — Yardmasters

IV-A-3 — Account Clerk

IV-A-4 — Cashier

IV-A-5 — O.S. & D. Clerk

IV-A-6 — Crew Caller

IV-A-7 — Agent-Operator — Class I

IV-A-8 — Agent-Operator — Class II

IV-A-9 — Stenographer

IV-A-10 — Agent

IV-A-11 — Bill Clerk

IV-A-12 — Warehouse Foreman

IV-A-13 — Ticket Clerk-Operator

IV-A-14 — General Clerk

IV-A-15 — Operator

IV-A-16 — Yard Clerk

IV-A-17 — Baggage Clerk

IV-A-18 — Ticket Clerk

IV-A-19 — Freight Checker

IV-A-20 — Switchboard Operator

IV-A-21 — Messenger

*IV-B — Accounting*

- IV-B-1 — Machine Programmer
- IV-B-2 — Accountant
- IV-B-3 — Rate and Division Clerk
- IV-B-4 — Machine Operator (IBM)
- IV-B-5 — Bookkeeper
- IV-B-6 — Voucher Clerk
- IV-B-7 — Division Clerk
- IV-B-8 — Rate Clerk
- IV-B-9 — Claim Clerk
- IV-B-10 — Account Clerk
- IV-B-11 — Stenographer
- IV-B-12 — General Clerk

*IV-C — Traffic*

- IV-C-1 — Rate and Adjustment Clerk
- IV-C-2 — Quotation Clerk
- IV-C-3 — Ticket Refund Clerk
- IV-C-4 — Jr. Quotation Clerk
- IV-C-5 — Stenographer
- IV-C-6 — General Clerk
- IV-C-7 — Reservation Clerk
- IV-C-8 — Ticket Stock Clerk
- IV-C-9 — Attachment Clerk

*IV-D — Maintenance of Way, Maintenance of Equipment and Stores*

- IV-D-1 — Requisition Clerk
- IV-D-2 — A. A. R. Clerk
- IV-D-3 — Purchase Clerk
- IV-D-4 — Stenographer
- IV-D-5 — General Clerk
- IV-D-6 — Stock Clerk

## V — STATION AND MISCELLANEOUS EMPLOYES

V-A-1 — Station Porters, Red Caps and Laborers

V-A-2 — Train Porters and Train Attendants

V-A-3 — Train Maids

### III

Leaves of absence will, upon written request, be granted at the discretion of the Management, if the employe can be spared, provided, however, that, except in cases of personal sickness or disability, employes will not be granted leaves of absence exceeding ninety (90) days in a calendar year. Employes on leave of absence account personal sickness or disability, supported by certificate of reputable physician if requested by the Management, will be granted leave to the extent dictated by the sickness or disability involved, but employes on leave account sickness or disability engaging in outside employment will forfeit their employment relationship with the Railway except in cases of the Chief Medical Examiner of the Railway barring an employe for physical reasons.

Employes returning to service from leave of absence must notify the proper authority not less than twenty-four (24) hours before reporting time for their runs or jobs.

### IV

New runs or jobs and permanent vacancies will be

advertised for a period of five (5) calendar days including date of advertisement. Assignment will be made at 12:01 P.M. on the sixth (6th) day with the senior qualified employee, who has made written application, being assigned thereto. Bids will be accepted only from those employees who have seniority in the sub-classification in which the run, job or vacancy is classified, the bulletin to designate such sub-classification. When the effective date of the run, job or permanent vacancy is known sufficiently in advance, advertisement will be issued, if practicable, so that bids may close prior to the effective date. When not advertised in advance, runs, jobs or permanent vacancies during the period of advertisement will be filled by a senior qualified applicant not holding a regular assignment. When it is known in advance that a vacancy will exist for thirty (30) days or more it will be advertised as a permanent vacancy. If an employee requests leave of absence for thirty (30) days or more and returns to service before expiration of the thirty-day (30) period, he will be required to take the same job he vacated, even though a senior employee has bid the assignment he vacated and all employees who have changed assignments as a result of the vacancy having been advertised as a permanent vacancy will return to their former assignments, except as specifically provided herein below.

In the event no applications are received, the senior qualified employee holding seniority in the sub-classification involved, not holding a run, job or vacancy, will be forced to the run, job or vacancy and will remain thereon until displaced through the exercise of seniority or by bidding upon and becoming assigned to another permanent run, job or vacancy.

If an employe is absent on authorized leave during the entire time any run, job or vacancy is advertised for assignment, or during the time that a temporary vacancy is open for application and, for that reason, did not apply therefore, upon reporting for service he may, if qualified and holds seniority in the sub-classification involved, displace a junior employe who has been assigned to such run, job or vacancy during his absence, provided he makes application within four (4) days after reporting and then only if he does not otherwise exercise his seniority rights. A junior employe displaced as a result may then exercise his seniority in like manner.

If an employe not holding a regular assignment does not bid upon, or if he bids upon and is the successful applicant but does not protect, a vacancy, run, or job for any reason except for having been on authorized leave of absence, he will be barred from displacing the junior employe who bids in the assignment until such time as he has displacement rights from another regular assignment.

Temporary vacancies of less than thirty (30) days' duration will not be advertised. Such vacancies will be filled by the senior qualified employe holding seniority in the sub-classification involved who is not regularly assigned. Such employe will remain thereon until he is displaced through the exercise of seniority, or he bids upon and becomes assigned to another permanent run, job or vacancy, or the temporary assignment expires. At the expiration of such temporary assignment, the incumbent will be permitted to exercise seniority over any junior employe in the sub-classification in which he holds seniority holding a run, job or

vacancy, either permanent or temporary, which develops during the period he was on the temporary assignment.

Unassigned employees who have not performed service with the Railway for a period of thirty (30) days or more will be given seven (7) calendar days in which to report for service from the time of recall with the understanding that the Management has the right to use any junior employee available until the recalled employee reports for duty, without penalty accruing to the Railway. Any unassigned employee who has performed service with the Railway within a period of thirty (30) days will be required to report for duty when notified within twenty-four (24) hours, unless leave of absence is granted, or forfeit his seniority with the Railway.

Employees entitled to bulletined positions will be allowed thirty (30) working days in which to qualify, and failing shall retain all their seniority rights, may bid on any bulletined position, but may not displace any regularly assigned employee. When it is definitely determined that the employee cannot qualify (the supervisory officer to be the determining judge) he may be removed before the expiration of thirty (30) working days. After an employee has been assigned to, and performed actual service on, a position in excess of thirty (30) working days, disqualification from the position may be effected only if a formal investigation is conducted and the evidence adduced thereby supports such action.

Positions may be established or abolished at any time, consistent with the requirements of the service.

## V

Basis of pay on all runs, jobs or assignments will be on an hourly rate, eight, (8) hours, excluding meal period where granted, constituting a day's work, except as otherwise specifically provided in these Conditions of Employment. Work in excess of eight (8) hours in one tour of duty on each day or regular assignment, or in extra service, will be paid for at time and one-half rate.

Regular assignments will be on a five (5) or six (6) day work week basis in accordance with the requirements of the service. Rest days will be on Saturday and/or Sunday, if conditions permit.

## VI

When forces are reduced, fitness, ability and seniority will prevail.

## VII

In all service, the time of employes covered by these Conditions of Employment will commence at the time they are required to report for duty and shall continue until they are relieved from duty, except as otherwise specifically provided.

## VIII

Employes laid off in reduction of force will retain their seniority and will be returned to service in the order of their fitness, ability, qualifications and seniority, provided they file their names and addresses



with the employing officer or other properly designated official at time of lay-off, advise him of any change therein, and report for service promptly, but not later than seven (7) days after being notified by mail at the last address on file. (24 hours if last service performed within a 30-day period.)

## IX

Seniority rights may be exercised only in case of vacancy, new positions, reduction in force or when displaced by senior employe, except when returning from leave of absence (See III and IV). Employes displaced, whose seniority rights entitle them to regular positions, shall assert such rights within seven (7) calendar days. Employes who do not possess seniority to displace another employe or who do not assert their displacement rights within the prescribed time limit will be considered as furloughed.

## X

The starting times of employes will be governed by the requirements of the service.

## XI

Employes will not be disciplined or dismissed without first being given a fair and impartial hearing, except in cases in which the Management considers the offense sufficiently serious the employe involved may be suspended pending hearing and decision, or when the employe admits responsibility in writing and waives hearing. Reprimands and demerits and further action thereon will be applied in the manner prescribed below.

At the hearing the employe involved may be assisted by an employe of his choice working in his craft on this Railway. The hearing will be held within ten (10) calendar days from the date the employe is charged with the offense, or held out of service. Decision will be rendered within ten (10) calendar days after completion of the investigation and hearing. Written notice of the hearing and purpose thereof will be sent to the employe at least forty-eight (48) hours in advance of the time set for the hearing to permit him to have witnesses and representatives of his choice present. The time limits provided in this paragraph may be extended by mutual consent.

A transcript of all evidence recorded at the hearing will be furnished the employe, if disciplined, upon his request.

If the charge against the employe is not sustained it shall be stricken from the record. If by reason of such unsustained charge the employe has been removed from the position he held, reinstatement will be made to his former position, provided a senior employe, because of force reduction, or under his displacement rights, has not been awarded such former position in the interim, or it has not been abolished, and payment of wages lost will be allowed on the basis of straight time for each working day held out of service, less any amount he may have earned in or out of the service of the Railway during such time.

If the position has been abolished or if a senior employe, because of force reduction or under his displacement rights, has been awarded the position of the reinstated employe the latter shall place himself

in a position in accordance with his seniority rights in the same manner that he would have exercised such rights had he not been out of the service, and will be compensated for the net wage loss at the rate of that position, less any amount he may have earned in or out of the service of the Railway during such time.

If an employe considers himself unjustly disciplined, or is dissatisfied with a decision he has the right to appeal in succession up to and including the highest official designated by the Management to handle such cases, provided written notice of appeal is given the official rendering the decision appealed from, within thirty (30) calendar days from the date of the issuance of the decision.

If no such appeal is made within that time the case will be considered closed and thereafter barred.

The Railway will not be expected to have present at an investigation employe witnesses who have no personal knowledge of the matter being investigated.

Efficiency will be maintained by reprimand, demerits, or dismissal from the service.

An individual account will be opened with each employe on a record to be kept especially for that purpose in the Office of the Assistant Vice President and Director of Personnel; an entry will be made on such record in each case of neglect of duty, violation of the rules or of good practices, accidents, improper conduct, etc., the same to be determined by the supervisory officer in charge.

Good judgment in emergencies, acts of heroism, loyalty to the service, and other meritorious conduct, will be made matter of record and fully considered in determining the standard of the employee. The record will also be taken into account when the question of promotion is under consideration. A perfect record is one against which no unfavorable entry has been made. A clear record is one on which unfavorable entries have been canceled.

Any employee may examine his own record at the Assistant Vice President and Director of Personnel's Office during business hours, but the record will be open to none other excepting the Division and General Officers of the Company. If not practicable for an employee to visit the office, a transcript of his record will be sent him upon personal request.

A reprimand or demerit will not be noted against an employee's record without written notice to him.

Not less than five demerits will be assessed, and in multiples of five, but in no case to exceed thirty demerits for any one offense. Reprimands and demerits placed against the record of an employee, will be cancelled by satisfactory service for various periods, as follows:

- (a) A reprimand will be cancelled by a clear record of three months.
- (b) Five demerits will be cancelled by a clear record of six months.
- (c) Ten demerits will be cancelled by a clear record of nine months.

- (d) Thirty demerits will be cancelled by a clear record of one year.
- (e) Sixty demerits will be cancelled by a clear record of eighteen months.

An accumulation of ninety (90) demerits will be taken as evidence that the employe is not rendering satisfactory service, and suspension from duty will follow the actual notice of the entry of the ninetieth or more demerit, at which time the entire record will be reviewed and such further action taken as the circumstances warrant. If on appeal of any demerit entry it should be determined that the demerits were not justified, reducing the total below ninety, the employe will be reinstated to the service with pay for any time lost, less other earnings during that period.

Disloyalty, dishonesty, desertion, intemperance, immorality, insubordination, incompetency, wilful neglect, inexcusable violation of rules resulting in endangering or destroying Company property, jeopardizing the safety of employes or public, making false statements, or concealing facts concerning matters under investigation, will, as heretofore, subject the offender to summary dismissal.

No change will be made in the practice of consideration of offenses by the supervisory officer in charge and, ordinarily, no action will be taken until investigation is completed. In cases of intoxication on duty, insubordination, or vicious conduct, employes will be taken out of the service pending final decision.

Supervisory officers will issue bulletins once a month, posting them at designated locations. These

bulletins are intended to be educational. They will give a brief account of certain violations that resulted in entries being made on records, stating how the trouble or damage could have been avoided — omitting names of persons at fault. Employees are requested to study these bulletins with care, that they may profit by the experience of others.

### XII

An employe attending court, inquests, investigations or hearings under instructions from the Railway, as witnesses for Railway, will be paid for each day so held the equivalent of his regular assigned hours at pro rata rate for assigned work days and actual time not exceeding eight hours at pro rata rate for assigned rest days, plus actual expenses while away from home. Extra or unassigned employes attending court, inquests, investigations or hearings under instructions from the Railway, as witnesses for the Railway, will be allowed a minimum day at the rate of the position on which service was last performed prior to such attendance for each calendar day used as a witness. Free transportation to away-from-headquarters point will be furnished but pay for deadheading will not be allowed. Fees and mileage accruing will be assigned to the Railway. This condition of employment has no application to an employe instructed by the Railway to attend a hearing of charges against him.

Each Employe covered by these Conditions of Employment will be given equal consideration in the granting of free transportation.

## XIV

Instructions of supervisory officers of the Railway to employes to undergo physical or mental examinations shall be promptly complied with, the company to pay for any such examinations made at its direction. The Company reserves the right to select its own medical examiner or physician. No compensation shall be due an employe for undergoing examination.

## XV

Effective with the calendar year 1963, an annual vacation of one (1) week with pay, or pay in lieu thereof, will be granted to each employe of the Florida East Coast Railway Company who renders compensated service as an employe of the Florida East Coast Railway Company on not less than one hundred sixty (160) days during the preceding calendar year with qualifying days being computed on the basis of one (1) day for each tour of duty of eight (8) hours and overtime if any.

Effective with the calendar year 1963, an annual vacation of two (2) weeks with pay, or pay in lieu thereof, will be granted to each employe of the Florida East Coast Railway Company who renders compensated service as an employe of the Florida East Coast Railway Company on not less than 160 days during the preceding calendar year and who has five (5) or more years of continuous service with the Florida East Coast Railway Company and has rendered compensated service on not less than 800 days in said five year period with qualifying days being computed on the basis of one (1) day for each tour of duty of eight (8) hours and overtime if any.



Effective with the calendar year 1963, an annual vacation of three (3) weeks with pay, or pay in lieu thereof, will be granted to each employe of the Florida East Coast Railway Company who renders compensated service as an employe of the Florida East Coast Railway Company on not less than one hundred sixty (160) days during the preceding calendar year and who has fifteen (15) or more years of continuous service with the Florida East Coast Railway Company and has rendered compensated service on not less than 2,400 days in said fifteen year period with qualifying days being computed on the basis of one (1) day for each tour of duty of eight (8) hours and overtime if any.

Continuous employment is broken by voluntary resignation, discharge for cause, or any other voluntary separation from the service, except for retirement.

The vacation period due in any one year must be taken during that year — vacation periods being neither accumulative nor transferable.

The Company reserves the right to schedule the vacation period for each employe, as well as to generally administer the vacation plan, in accordance with the above provisions, with the understanding, of course, that vacation periods will be scheduled to the greatest extent possible, commensurate with the requirements of the service, on the seniority principle.

## XVI

The amount of vacation pay for the vacation period of one (1) year employe shall be the equivalent of for-



ty (40) hours' pay at the rate of the last service performed prior to the beginning of the vacation period, or  $1/52$  of his prior year's earnings, whichever is the greater.

The amount of vacation pay for the vacation period of each five (5) year employee shall be the equivalent of eighty (80) hours' pay at the rate of the last service performed prior to the beginning of the vacation period, or  $1/26$  of his prior year's earnings, whichever is the greater.

The amount of vacation pay for the vacation period of each fifteen (15) year employee shall be the equivalent of 120 hours' pay at the rate of the last service performed prior to the beginning of the vacation period, or  $3/52$  of his prior year's earnings, whichever is the greater.

## XVII

All rates of pay appearing in Item No. 1 have been adjusted to reflect payment, at straight time rate, for the following holidays:

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

NOTE: When any of the above holidays falls on Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday.

No allowances will be due for holiday pay unless service is performed on a designated holiday, in which event the employee performing the service will be allowed pay at the time and one-half rate of the position on which service is performed, the Railway having the right to blank any job on any designated holiday without incurring penalties on behalf of the employees involved.

### XVIII

An applicant for employment, who enters the service of the Railway, will be accepted or rejected within forty-five (45) days from the date he establishes seniority. If not notified to the contrary within the time stated, it will be understood his application has been accepted. In the event of applicant giving materially false information, the forty-five (45) day time limit will not apply.

### NON-OPERATING CRAFTS

#### N-I

Where service is intermittent, eight (8) hours' actual time on duty within a spread of twelve (12) hours shall constitute a day's work. Employees filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight (8) hours from the time required to report for duty to the time of release within twelve (12) consecutive hours and also for all time in excess of twelve (12) consecutive hours computed continuously from the time first required to report until final release. Time shall be counted as continuous service in all cases where the

interval of release from duty does not exceed one (1) hour.

Employees will be paid not less than eight (8) hours within a spread of twelve (12) consecutive hours.

### N-II

The regular meal period shall not be less than thirty (30) minutes or more than one (1) hour, except in cases of emergency, or where assignments require eight (8) hours of continuous labor, in which case not to exceed twenty (20) minutes will be allowed therein in which to eat, without deduction in pay.

### N-III

Employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of two (2) hours at time and one-half rate for two (2) hours' work or less, and if held on duty in excess of two hours time and one-half will be allowed on the minute basis. Each call to duty after being released shall be a separate call.

Employees required to report for duty before the assigned starting time and who continue to work through the regular shift, shall be paid two (2) hours at time and one-half rate for two (2) hours' work or less, and at the time and one-half rate thereafter on the minute basis for the time required to work in advance of the regular starting time.

## OPERATING CRAFTS

### O-I

Employees employed in any class of service may be required to perform any other class of service in a day or trip, the highest rated service performed to be the applicable rate for the entire day or trip. The consist of crews will be determined by Management in accordance with the requirements of the service.

### O-II

Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at the rate per hour paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period and similarly for each twenty-four hour period thereafter. Should an Employee be called for service or ordered to deadhead after pay begins, held away-from-home terminal time shall cease at the time pay begins for such service or deadheading. Payments accruing hereunder shall be paid for separate and apart from pay for the subsequent service or deadheading.

The Railway will designate a home terminal for each crew in pool freight and in unassigned service.

### EXAMPLES

Question 1. Crew goes on duty after having been held twenty-two (22) hours at away-from-home terminal and makes a freight run in six (6) hours. What are they entitled to?

Answer. Crew is entitled to pay for 6 hours at the rate per hour of the last service performed, and 8 hours for the service trip.

Question 2. A crew is called for duty at away-from-home terminal after being held twenty-four (24) hours, and then makes a freight run in six (6) hours. What are they entitled to?

Answer. The crew having been held for a complete 8 hour period, compensation earned under the Held-Away-From-Home Terminal provision, and for the service trip should be paid separately. Crew is, therefore, entitled to 8 hours at the rate per hour paid them for the last service performed, and 8 hours for the service trip.

Question 3. After being held forty-three (43) hours at away-from-home terminal, a crew goes on duty and makes a freight run to their home terminal in six (6) hours. What is crew entitled to?

Answer. Crew is entitled to pay for 8 hours held away-from-home terminal time, at the rate per hour paid them for the last service performed, for the first 24-hour period; 3 hours at the same rate for the second period beginning with the 41st hour; and 8 hours for the service trip.

Question 4. After being held twenty-three (23) hours at away-from-home terminal, a crew goes on duty and makes a freight run to their home terminal in nine (9) hours. What is crew entitled to?

Answer. Crew is entitled to pay for 7 hours at the rate per hour paid them for the last service performed, and 8 hours pro rata and 1 hour overtime for the service trip.

There are five (5) passenger crews assigned to cover a certain number of scheduled passenger trains, but these crews are in a pool and worked first-in first-out.

Question. Can these crews claim time at the away-from-home terminal under the Held-Away-From-Home Terminal provision?

Answer. No; as crews are not in pool freight or in unassigned service.

### *O-III*

Road crews and extra or unassigned yard crews will be called for service, it being incumbent upon each employe involved to furnish the Management with a telephone number at which he can be contacted for calls for duty as all calls for service will be made by telephone. Details involving procedural arrangements for the calling of crews will be effectuated by the Management.

### *O-IV*

When road or yard service employes are called and

perform no service other than to register, check bulletin book, get supplies, working clothes, etc., preparatory to going on duty, they will be paid a minimum of four (4) hours at pro rata rate in the class of service for which called and stand first out. If held more than (4) hours they will be paid a minimum day in the class of service for which called and stand last out. In order to receive pay an employee must remain where he can be used until he is notified that his services will not be required. Payments will not apply when an employee is called and he is later notified before leaving his place of residence that the call is cancelled. Payments will not affect the turn or standing of assigned employees.

#### O-V

Train and engine service employees deadheading under orders of the Railway will be allowed pay for actual time consumed, at one-half the rate of the service to which being deadheaded, except that a maximum of eight (8) hours will be allowed for any one deadhead trip. Deadhead trips are to be paid as separate items and not combined with service pay unless the deadhead trip is an integral part of the service trip, in which event deadhead and service pay will be paid as one item. This condition of employment will not apply to employees deadheading for service as yardmen nor to any employees deadheading to exercise seniority rights.

#### O-VI

Extra lists for employees will be established at points designated by the Management.

Extra employees will be run first-in and first-out of terminals except that they will take the turn of the employees whose vacancies they are called to fill.

Extra employees will be governed by instructions promulgated by the Railway as to registering for service, marking up on the extra boards, return from leave of absence or furlough, etc.

The Railway will be divided into a designated number of "Selective Work Districts" for extra board employees, each extra board man to be permitted to elect the "Selective Work District" on which he desires to work, commensurate with his seniority standing and the requirements of the service, and will be called for the service on a first-in first-out basis, except as otherwise provided in these working conditions, for service originating in that "Selective Work District". Procedural details will be promulgated and published by the Management.

#### O-VII

A 30 minute meal period, without pay, will be allowed all yard and local freight crews. On through freight and passenger runs, where continuous service is required, employees will be expected to eat en route and there will be no meal period provided. Those crews granted meal periods will make pre-arrangements with the Dispatcher or Yardmaster in charge.



PLAINTIFF'S EXHIBIT No. 3

Filed: May 26, 1964

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida  
September 25, 1963

*CERTIFIED MAIL—Return Receipt Requested  
Deliver to Addressee Only*

Mr. D. G. Lemmon, General Chairman  
Brotherhood of Locomotive Engineers  
P. O. Box 1184  
Savannah, Georgia

Mr. H. O. Van Arsdall, Sr., General Chairman  
Brotherhood of Railroad Trainmen  
3030 N.W. 2nd Avenue  
Miami 37, Florida

Mr. T. C. Bolin, General Chairman  
Order of Railroad Conductors and Brakemen  
4728 Sappho Avenue  
Jacksonville, Florida

Mr. W. T. Kitt, Acting General Chairman  
Brotherhood of Locomotive Firemen and Enginemen  
1114 Magnolia Street  
New Smyrna Beach, Florida

Gentlemen:

We hereby give notice pursuant to the provisions of

the Railway Labor Act, as amended, that effective October 26, 1963, the Agreement attached hereto shall be made effective, superseding all other rules, agreements and understandings in conflict therewith.

Where, in relation to any of the Railway's proposed rules, no agreement, rule, regulation, interpretation or practice exists which imposes the limitations or restrictions which would be eliminated by such proposed rules, the fact that the subject matter is included in this Uniform Working Agreement is not to be construed as an admission that such limitation or restriction exists on this Carrier.

It is our desire that conference on this proposal be held at the earliest practicable date and I suggest that the initial conference be held at 10:00 A.M., Monday, October 21, 1963, in the Meeting Room of the Monson Motor Lodge, 32 Bay Street, St. Augustine, Florida. In accordance with the provisions of Section 6 of the Railway Labor Act, please acknowledge receipt of this notice and advise if the proposed time, date and place for holding the initial conference are agreeable to you.

Sincerely yours,

(Signed) R. W. Wyckoff  
Assistant Vice President and  
Director of Personnel

RWW/p  
Encl

THE  
UNIFORM WORKING AGREEMENT  
Between  
FLORIDA EAST COAST RAILWAY COMPANY  
And  
EMPLOYES

Represented By  
Brotherhood of Locomotive Engineers  
Brotherhood of Railroad Trainmen  
Order of Railway Conductors and Brakemen  
Brotherhood of Locomotive Firemen and  
Enginemen

*PREAMBLE*

Except to the extent specifically restricted or limited by this Agreement the following rights of Management are possessed and shall be exercised exclusively and solely by the Florida East Coast Railway Company:

It shall be the sole right and prerogative of the Management to hire, lay off, promote, demote, transfer, suspend or discharge for cause, maintain discipline, establish, change and require observance of Company rules and regulations, and maintain efficiency of the employees. In addition, the Management has the exclusive duty and right to manage its business, to classify and direct the working force, to assign and reassign duties to jobs, determine procedural methods and equipment to be utilized, schedule the work week and work, determine the competence of employees and the number of employees to be assigned to a crew, job, task, station or post of duty and the number to be employed or retained in employment and to fix the start-

ing times of jobs. There shall be no obligation on the part of the Management to continue any job and the Management may consolidate or re-organize or discontinue jobs or departments, and set up new departments; and create new job classifications and/or seniority sub-classifications. The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth, the Management, therefore, retaining all rights to plan direct and control operation of its business not otherwise specifically covered by this Agreement. A management decision not in violation of this Agreement, on any right of management or on any matter stated in the contract to be in its judgment, shall not be the basis for grievance or claim.

## ARTICLE I

### SCOPE.

1. These rules shall govern rates of pay, rules and working conditions of employees assigned by the Carrier to job classifications listed in paragraph 4. (The key number appearing in the column opposite each job classification identifies the representing labor Organization.

2. Employees covered by this Agreement shall perform any work assigned them by the Carrier, including work not normally performed by them in the job classifications to which the Carrier has assigned them. Assignment of an employee to work not normally performed by him in the job classification to which the Carrier has assigned him shall not be a grievance processable under these rules, and shall not constitute a

dispute involving interpretation or application of these rules subject to redress in any forum, or by any means apart from processing grievances under these rules.

3. Nothing in these rules shall limit, nor be construed to restrict or suppress, the right of the carrier to contract work (including work normally performed by employees assigned by the Carrier to job classifications listed in, or added to, paragraph 4) to independent contractors of the Carrier's sole selection.

4. Job classifications and rates of positions covered by this Agreement are: (These job classifications may be eliminated, consolidated or added to by the Railway as the requirements of the service demand.)

#### JOB CLASSIFICATION

<i>Job Title</i>	<i>Straight Time Rate Per Hour</i>	<i>Representing Organization — (See Appendix "A" for key)</i>
Locomotive Engineers (Thru Frt.)	\$ 3.05	1
Locomotive Engineers (Passenger)	2.95	1
Locomotive Engineers (Local Frt.)	2.90	-
Locomotive Engineers (Yard)	2.90	1
Train Conductors (Passenger)	2.90	3
Yard Foremen	2.90	2
Train Conductor (Thru Frt.)	2.80	3
Train Conductor (Local Frt.)	2.80	3

Switchmen	2.60	2
Hostlers	2.55	4
Trainmen (Local Frt.)	2.50	2
Trainmen (Baggagemen-Passenger)	2.40	2
Trainmen (Thru Freight)	2.40	2
Trainmen (Flagmen-Passenger)	2.30	2

## ARTICLE II

### SENIORITY.

(a) Seniority date for new employes will be established as of the date of entering the service. The date of "entering the service" will be the date on which an employe qualifies for service.

Existing seniority rosters will be dovetailed to create the following master seniority group:

### I — TRANSPORTATION OPERATING EMPLOYES.

Each employe will hold seniority in the master seniority group. \*(See exception.) Classifications of the master seniority group will be made in accordance

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\*NOTE: Transportation Operating Employes may additionally qualify in the Yardmaster sub-classification of the "Office and Clerical Employes" master seniority group of employes covered by Agreement with other labor Organizations on this Railway.

with job classifications. Employees will be placed on sub-classification seniority lists in accordance with their individual qualifications at such time as they demonstrate those qualifications and are approved by the supervisory officer in charge. To qualify for a sub-classification seniority list, an employee must acquaint himself with the work and demonstrate his qualifications to the supervisory officer in charge without expense to the Railway. The Railway will give those desiring to qualify for another sub-classification seniority list an opportunity to learn the work and requirements of such group.

(b) A Seniority date on sub-classification seniority lists will correspond with the seniority date of the individual involved on the master seniority list, i.e., each individual employee having only one seniority date irrespective of the time that he qualifies for entry upon a given sub-classification seniority list. This will not prevent employees from qualifying for two or more sub-classification seniority lists, except that an employee must establish seniority in at least one additional sub-classification during each 5-year period and failing to do so will be barred from establishing seniority in additional sub-classifications.

(c) The Railway may, as requirements of the service dictate, establish new sub-classification seniority lists or may consolidate existing sub-classification seniority lists.

When consolidations are made, a consolidated sub-classification seniority list will be issued, dovetailing the employees in seniority sequence in accordance with their qualifications. When divisions are made a sep-

arate sub-classification seniority list for each sub-classification will be issued, listing employes in seniority sequence according to their qualification on each new sub-classification.

(d) Seniority lists will be published July 1 of each year and will be open to protest for a period of sixty (60) days from date of posting and, upon presentation of proof of error by an employe, or his representative, such error will be corrected. Seniority dates of all employes shown will be considered as permanently established, except as may be corrected as a result of protest filed within the sixty (60) day period after posting.

(e) An employe of the Railway covered by this Agreement promoted to an excepted or official position with the Railway, or accepting such position with one of the Organizations parties hereto, will retain his seniority rights provided such rights are exercised within ninety (90) days of the date that he is released from such official position, unless he obtains additional leave in accordance with the provisions of Article IV.

(f) Sub-classification seniority lists are hereby established as follows:

## **I — TRANSPORTATION OPERATING EMPLOYES**

### **I-A — Engine Service**

I-A-1 — Engineers — Passenger

I-A-2 — Engineers — Road Service

I-A-3 — Engineers — Yard



*I-B — Train and Yard Service*

- I-B-1 — Conductors — Passenger
- I-B-2 — Conductors — Road Freight
- I-B-3 — Conductors — Yard
- I-B-4 — Trainmen — Passenger
- I-B-5 — Trainmen — Road Freight
- I-B-6 — Trainmen — Yard

*ARTICLE III**WORK STOPPAGES*

In the event any dispute shall not be resolved by recourse to the procedures prescribed by the Railway Labor Act of 1926, as amended from time to time, it is agreed that no work stoppage shall occur unless, and until, a secret ballot shall have been taken of all employees represented by the contracting labor Organization that is party to the dispute and such ballot, supervised by a representative of the Carrier and by a representative of the contracting labor Organization, establishes that a majority of the employees represented by the contracting labor Organization has voted to stop work. If any such work stoppage occurs, secret ballots shall thereafter be taken in the manner described, not less frequently than once each thirty (30) calendar days dating from commencement of the work stoppage, to determine whether a majority of the employees represented by the contracting labor Organization has voted to continue the work stoppage (in which case it shall continue), or has voted to terminate the work stoppage (in which case it shall cease, and all of such employees shall return to work under the provisions of this agreement and in accordance with their seniority).

## ARTICLE IV

### LEAVE OF ABSENCE

(a) Leaves of absence will, upon written request, be granted at the discretion of the Management, if the employe can be spared, provided, however, that, except in cases of personal sickness or disability, employes will not be granted leaves of absence exceeding ninety (90) days in a calendar year. Employes on leave of absence account personal sickness or disability, supported by certificate of reputable physician if requested by the Management will be granted leave to the extent dictated by the sickness or disability involved, but employes on leave account sickness or disability engaging in outside employment will forfeit their employment relationship with the Railway except in cases of the Chief Medical Examiner of the Railway barring an employe for physical reasons.

(b) Employes returning to service after having laid off with permission or from leave of absence must notify the proper authority not less than twenty-four (24) hours before reporting time for their runs or jobs.

## ARTICLE V

### ADVERTISING RUNS, JOBS OR VACANCIES.

(a) New runs or jobs and permanent vacancies will be advertised for a period of five (5) calendar days including date of advertisement. Assignment will be made at 12:01 P.M. on the sixth (6th) day with the senior qualified employe, who has made written application, being assigned thereto. Bids will be accepted only from those employes who have seniority in the

sub-classification in which the run, job or vacancy is classified, the bulletin to designate such sub-classification. When the effective date of the run, job or permanent vacancy is known sufficiently in advance, advertisement will be issued, if practicable, so that bids may close prior to the effective date. When not advertised in advance, runs, jobs or permanent vacancies during the period of advertisement will be filled by a senior qualified applicant not holding a regular assignment. When it is known in advance that a vacancy will exist for thirty (30) days or more it will be advertised as a permanent vacancy. If an employee requests leave of absence for thirty (30) days or more and returns to service before expiration of the thirty-day (30) period, he will be required to take the same job he vacated, even though a senior employee has bid the assignment he vacated and all employees who have changed assignments as a result of the vacancy having been advertised as a permanent vacancy will return to their former assignments, except as specifically provided herein below.

(b) In the event no applications are received, the senior qualified employee holding seniority in the sub-classification involved, not holding a run, job or vacancy, will be forced to the run, job or vacancy and will remain thereon until displaced through the exercise of seniority or by bidding upon and becoming assigned to another permanent run, job or vacancy.

(c) If an employee is absent on authorized leave during the entire run, job or vacancy is advertised for assignment, or during the time that a temporary vacancy is open for application and, for that reason, did not apply therefor, upon reporting for service he may,

if qualified and holds seniority in the sub-classification involved displace a junior employe who has been assigned to such run, job or vacancy during his absence, provided he makes application within four (4) days after reporting and then only if he does not otherwise exercise his seniority rights. A junior employe displaced as a result may then exercise his seniority in like manner.

(d) If an employe not holding a regular assignment does not bid upon, or if he bids upon and is the successful applicant but does not protect, a vacancy, run, or job for any reason except for having been on authorized leave of absence, he will be barred from displacing the junior employe who bids in the assignment until such time as he has displacement rights from another regular assignment.

(e) Temporary vacancies of less than thirty (30) days' duration will not be advertised. Such vacancies will be filled by the senior qualified employe holding seniority in the sub-classification involved who is not regularly assigned. Such employe will remain thereon until he is displaced through the exercise of seniority, or he bids upon and becomes assigned to another permanent run, job or vacancy, or the temporary assignment expires. At the expiration of such temporary assignment, the incumbent will be permitted to exercise seniority over any junior employe in the sub-classification in which he holds seniority holding a run, job or vacancy, either permanent or temporary, which develops during the period he was on the temporary assignment.

(f) Unassigned employees who have not performed service with the Railway for a period of thirty (30) days or more will be given seven (7) calendar days in which to report for service from the time of recall with the understanding that the management has the right to use any junior employee available until the recalled employee reports for duty, without penalty accruing to the Railway. Any unassigned employee who has performed service with the Railway within a period of thirty (30) days will be required to report for duty when notified within twenty-four (24) hours, unless leave of absence is granted, or forfeit his seniority with the Railway.

(g) Employees entitled to bulletined positions will be allowed thirty working days in which to qualify and failing shall retain all their seniority rights, may bid on any bulletined position, but may not displace any regularly assigned employee. When it is definitely determined that the employee cannot qualify (the supervisory officer to be the determining judge) he may be removed before the expiration of thirty (20) working days. After an employee has been assigned to, and performed actual service on, a position in excess of thirty (30) working days, disqualification from the position may be effected only if a formal investigation is conducted under the provisions of Article XIII and the evidence adduced thereby supports such action.

(h) Positions may be established or abolished at any time, consistent with the requirements of the service.

## ARTICLE VI

### *BASIS OF PAY.*

Basis of pay on all runs, jobs or assignments will be on an hourly rate, eight (8) hours, excluding meal period where granted, constituting a day's work, except as otherwise specifically provided in this Agreement. Work in excess of eight (8) hours in one tour of duty on each day or regular assignment, or in extra service, will be paid for at time and one-half rate.

Regular assignments will be on a five (5), six (6) or seven (7) day work week basis in accordance with the requirements of the service. Rest days will be on Saturday and/or Sunday, if conditions permit.

## ARTICLE VII

### *REDUCING FORCES.*

When forces are reduced, fitness, ability and seniority will prevail.

## ARTICLE VIII

### *BEGINNING AND ENDING OF DAY*

In all service, the time of employes covered by this Agreement will commence at the time they are required to report for duty and shall continue until they are relieved from duty, except as specifically provided to the contrary herein.

## ARTICLE IX

### INCREASING FORCES SUBSEQUENT TO REDUCTION

Employees laid off in reduction of force will retain their seniority and will be returned to service in the order of their fitness, ability, qualifications and seniority, provided they file their names and addresses with the employing officer or other properly designated official at time of lay-off, advise him of any change therein, and report for service promptly, but not later than seven (7) days after being notified by mail at the last address on file.

## ARTICLE X

### REPRESENTATION.

The term "duly accredited representative" or "accredited representative" as used in this Agreement shall be understood to mean the regularly constituted committee, or officers of organizations parties to this Agreement.

## ARTICLE XI

### EXERCISE OF SENIORITY

Seniority rights of employees covered by these rules may be exercised only in case of vacancy, new positions, reduction in force or when displaced by senior employee, except as provided in Article IV (b) and Article V (b). Employees displaced, whose seniority rights entitle them to regular positions, shall assert such

rights within seven (7) calendar days. Employees who do not possess seniority to displace another employee or who do not assert displacement rights within the prescribed time limit will be considered as furloughed.

## ARTICLE XII

### STARTING TIME

The starting times of employees will be governed by the requirements of the service.

## ARTICLE XIII

### DISCIPLINE

(a) An employee who has established a seniority date will not be disciplined or dismissed without first being given a fair and impartial hearing, except in cases in which the Management considers the offense sufficiently serious the employee involved may be suspended pending hearing and decision, or when the employee admits responsibility in writing and waives hearing. Reprimands and demerits and further action thereon will be applied in the manner prescribed in paragraph (h) of this Article.

(b) At the hearing the employee involved may be assisted by an employee of his choice of his craft within the scope of this Agreement or a duly accredited representative of his Organization. The hearing will be held within ten (10) calendar days from the date the employee is charged with the offense, or held out of service. Decision will be rendered within ten (10) cal-



endar days after completion of the investigation and hearing. Written notice of the hearing and purpose thereof will be sent to the employee at least forty-eight (48) hours in advance of the time set for the hearing to permit him to have witnesses and representatives of his choice present. The time limits provided in this paragraph may be extended by mutual consent.

(c) A transcript of all evidence recorded at the hearing will be furnished the employee, if disciplined, upon his request.

(d) If the charge against the employee is not sustained it shall be stricken from the record. If by reason of such unsustained charge the employee has been removed from the position he held, reinstatement will be made to his former position, provided a senior employee, because of force reduction, or under his displacement rights, has not been awarded such former position in the interim, or it has not been abolished, and payment of wages lost will be allowed on the basis of straight time for each working day held out of service, less any amount he may have earned in or out of the service of the Railway during such time.

(e) If the position has been abolished or if a senior employee, because of force reduction or under his displacement rights, has been awarded the position of the reinstated employee the latter shall place himself in a position in accordance with his seniority rights in the same manner that he would have exercised such rights had he not been out of the service, and will be compensated for the net wage loss at the rate of that position, less any amount he may have earned in or out of the service of the Railway during such time.

(f) If an employe considers himself unjustly disciplined, or is dissatisfied with the decision referred to in paragraph (a) of this Rule, he has the right to appeal in succession up to and including the highest official designated by the Management to handle such cases, provided written notice of appeal is given the official rendering the decision appealed from, within thirty (30) calendar days from the date of the issuance of the decision. This appeal may be made by himself or his duly accredited representative and shall be governed by the provisions of the Time Limit Rule.

If no such appeal is made within that time the case will be considered closed and thereafter barred.

(g) The Railway will not be expected to have present at an investigation employe witnesses who have no personal knowledge of the matter being investigated.

(h) Efficiency will be maintained by reprimand, demerits, or dismissal from the service.

An individual account will be opened with each employe on a record to be kept especially for that purpose in the Office of the Assistant Vice President and Director of Personnel; an entry will be made on such record in each case of neglect of duty, violation of the rules or of good practices, accidents, improper conduct, etc., the same to be determined by the supervisory officer in charge.

Good judgment in emergencies, acts of heroism, loyalty to the service, and other meritorious conduct, will be made matter of record and fully considered in de-

termining the standard of the employe. The record will also be taken into account when the question of promotion is under consideration.

A perfect record is one against which no unfavorable entry has been made.

A clear record is one on which unfavorable entries have been canceled.

Any employe may examine his own record at the Assistant Vice President and Director of Personnel's Office during business hours, but the record will be open to none other excepting the Division and General Officers of the Company.

If not practicable for an employe to visit the office, a transcript of his record will be sent him upon personal request.

A reprimand or demerit will not be noted against an employe's record without written notice to him.

Not less than five demerits will be assessed, and in multiples of five but in no case to exceed thirty demerits for any one offense.

Reprimands and demerits placed against the record of an employe, will be canceled by satisfactory service for various periods, as follows:

- (a) A reprimand will be cancelled by a clear record of three months.
- (b) Five demerits will be cancelled by a clear record of six months.

- (c) Ten Demerits will be cancelled by a clear record of nine months.
- (d) Thirty demerits will be cancelled by a clear record of one year.
- (e) Sixty demerits will be cancelled by a clear record of eighteen months.

An accumulation of ninety (90) demerits will be taken as evidence that the employe is not rendering satisfactory service, and suspension from duty will follow the actual notice of the entry of the ninetieth or more demerit, at which time, the entire record will be reviewed and such further action taken as the circumstances warrant. If on appeal of any demerit entry it should be determined that the demerits were not justified, reducing the total below ninety, the provision of ARTICLE XIII (d) will apply.

Disloyalty, dishonesty, desertion, intemperance, immorality, insubordination, incompetency, wilful neglect, inexcusable violation of rules resulting in endangering or destroying Company property, jeopardizing the safety of employes or public, making false statements, or concealing facts concerning matters under investigation, will, as heretofore, subject the offender to summary dismissal.

No change will be made in the practice of consideration of offenses by the supervisory officer in charge and, ordinarily, no action will be taken until investigation is completed. In cases of intoxication on duty, insubordination, or vicious conduct, employes will be taken out of service pending final decision.

Superintendent will issue bulletins once a month, posting them at District and Division terminals. These bulletins are intended to be educational. They will give a brief account of certain violations that resulted in entries being made on records, stating how the trouble or damage could have been avoided — omitting names of persons at fault. Employees are requested to study these bulletins with care, that they may profit by the experience of others.

#### ARTICLE XIV

##### TIME LIMITS FOR HANDLING CLAIMS AND GRIEVANCES

(a) Grievances shall be made in writing within sixty (60) days from the date of the occurrence on which the particular grievance is based. If not filed within said sixty (60) day period, the grievance is barred.

(b) Unless claims are made in writing within sixty (60) days of the date of the occurrence on which the particular claim is based, all claims for compensation shall be limited to the thirty (30) day period next prior to the filing of the same and the remainder of the claim outside of the thirty (30) day period shall be barred.

(c) Decisions by subordinate officers shall be made in writing within thirty (30) days from the date grievance or claim is received, or within thirty (30) days from the date of conference if one is had thereon, and any appeals therefrom shall be made in writing within thirty (30) days from the date of the decision.

(d) Decisions by the Assistant Vice President and Director of Personnel shall be made in writing, as promptly as possible, and shall be final and binding unless within thirty (30) days after the date of written notice of such decision that Officer is notified in writing that his decision is not accepted.

In the event of such notification all grievances or claims involved in such decisions shall be barred unless referred to the appropriate tribunal provided by law within six months from the date of the decision of the Assistant Vice President and Director of Personnel.

(e) All claims of the Railway against employees for overpayment shall be barred unless the Railway shall give notice of such overpayment to the employee involved within sixty (60) days from the date of making such overpayment.

## ARTICLE XV

### *ATTENDING COURT, INQUESTS, ETC.*

An employee attending court, inquests, investigations or hearings under instructions from the Railway, as witnesses for Railway, will be paid for each day so held the equivalent of his regular assigned hours at pro rata rate for assigned work days and actual time not exceeding eight hours at pro rata rate for assigned rest days, plus actual expenses while away from home. Extra or unassigned employees attending court, inquests, investigations or hearings under instructions from the Railway, as witnesses for the Railway, will be allowed a minimum day at the rate of the position

on which service was last performed prior to such attendance for each calendar day used as a witness. Free transportation to away-from-headquarter's point will be furnished but pay for deadheading will not be allowed. Fees and mileage accruing will be assigned to the Railway. This rule has no application to an employe instructed by the Railway to attend a hearing of charges against him.

#### ARTICLE XVI

##### FREE TRANSPORTATION

Employees covered by this Agreement and those entirely dependent upon them for support will be given the same consideration in granting free transportation as is granted other employes in the service.

#### ARTICLE XVII

##### EXAMINATIONS

Instructions of supervisory officers of the Railway to employes to undergo physical or mental examinations shall be promptly complied with, the Company to pay for any such examinations made at its direction. The Company reserves the right to select its own medical examiner or physician. No compensation shall be due an employe for undergoing examination.



## ARTICLE XVIII

## VACATIONS

1. (a) Effective with the calendar year 1963, an annual vacation of one (1) week with pay, or pay in lieu thereof, will be granted to each employe of the Florida East Coast Railway Company who renders compensated service as an employe of the Florida East Coast Railway Company not less than one hundred sixty (160) days during the preceding calendar year with qualifying days being computed on the basis of one (1) day for each tour of duty of eight (8) hours and overtime if any.

(b) Effective with the calendar year 1963, an annual vacation of two (2) weeks with pay, or pay in lieu thereof, will be granted to each employe of the Florida East Coast Railway Company who renders compensated service as an employe of the Florida East Coast Railway Company on not less than one hundred sixty (160) days during the preceding calendar year and who has five (5) or more years of continuous service with the Florida East Coast Railway Company and has rendered compensated service on not less than 800 days in said five year period with qualifying days being computed on the basis of one (1) day for each tour of duty of eight (8) hours overtime if any.

(c) Effective with the calendar year 1963, an annual vacation of three (3) weeks with pay, or pay in lieu thereof, will be granted to each employe of the Florida East Coast Railway Company who renders compensated service as an employe of the Florida



East Coast Railway Company on not less than one hundred sixty (160) days during the preceding calendar year and who has fifteen (15) or more years of continuous service with the Florida East Coast Railway Company and has rendered compensated service on not less than 2,400 days in said fifteen year period with qualifying days being computed on the basis of one (1) day for each tour of duty of eight (8) hours and overtime if any.

(d) Continuous employment is broken by voluntary resignation, discharge for cause, or any other voluntary separation from the service.

2. (a) The vacation period due in any one year must be taken during that year — vacation periods being neither accumulative nor transferable.

(b) The Company reserves the right to schedule the vacation period for each employe, as well as to generally administer the vacation plan, in accordance with the above provisions, with the understanding, of course, that vacation periods will be scheduled to the greatest extent possible, commensurate with the requirements of the service, on the seniority principle.

## ARTICLE XIX

### VACATION PAY

(a) The amount of vacation pay for the vacation period for one (1) year employe shall be the equivalent of forty (40) hours' pay at the rate of the last service performed prior to the beginning of the vacation pe-

riod, or  $1/52$  of his prior year's earnings, whichever is the greater.

(b) The amount of vacation pay for the vacation period of each five (5) year employee shall be the equivalent of eighty (80) hours' pay at the rate of the last service performed prior to the beginning of the vacation period, or  $1/26$  of his prior year's earnings, whichever is the greater.

(c) The amount of vacation pay for the vacation period of each fifteen (15) year employee shall be the equivalent of 120 hours' pay at the rate of the last service performed prior to the beginning of the vacation period, or  $3/52$  of his prior year's earnings, whichever is the greater.

## ARTICLE XX

### RETIREMENT

(a) Effective six (6) months following the date of this Agreement seniority rights of all employees shall terminate and they shall not be permitted to work as employees of the Railway after the last day of the calendar month in which they attain the age of 70, except that this mandatory retirement age shall be progressively lowered until it is 65, effective July 1, 1968, in accordance with the following schedule:

July 1, 1964	— 69 years of age
July 1, 1965	— 68 years of age
July 1, 1966	— 67 years of age
July 1, 1967	— 66 years of age
July 1, 1968	— 65 years of age

(b) Employees attaining stated ages under the formula cited above shall terminate their seniority rights and they shall not be permitted to work in that capacity after the last day of the calendar month in which the age is attained.

## ARTICLE XXI

### HOLIDAY PAY

(a) All rates of pay as adjusted, (see Article I) reflect payment, at straight time rate, for the following holidays:

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

NOTE: Should any specified holiday fall on Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday.

(b) No allowances will be due for holiday pay unless service is performed on a designated holiday, in which event the employee performing the service will be allowed pay at the time and one-half rate of the position on which service is performed.

## ARTICLE XXII

## HEALTH AND WELFARE BENEFITS AND INSURANCE

All employees covered by this Agreement will be eligible for Employee Health Insurance Benefits. Dependents Health Insurance Benefits and Employee Life Insurance Benefits, said plan to be established and administered by the Management of the Company.

## ARTICLE XXIII

## NEW EMPLOYEES

An applicant for employment, who enters the service of the Railway will be accepted or rejected within forty-five (45) days from the date he establishes seniority. If not notified to the contrary within the time stated, it will be understood his application has been accepted. In the event of applicant giving materially false information, the forty-five (45) day time limit will not apply.

## ARTICLE XXIV

## ELECTRIC LANTERNS

(a) All employees whose work requires it will equip themselves, at their own expense, with electric lanterns, and, at their own expense, keep the same in good repair, and, when necessary, at their expense, provide renewals of same.

(b) The Railway agrees that it will participate to the extent of 50% of the cost of the batteries and bulbs necessary to service the electric lanterns to be provided by the Employees above.

## ARTICLE XXV

### SERVICE

Employees employed in any class of service may be required to perform any other class of service in a day or trip, the highest rated service performed to be the applicable rate for the entire day or trip. The consist of crews will be determined by Management in accordance with the requirements of the service.

## ARTICLE XXVI

### HELD-AWAY-FROM-HOME TERMINAL

Employees in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at the rate per hour paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period and similarly for each twenty-four hour period thereafter. Should an Employee be called for service or ordered to deadhead after pay begins, held away-from-home terminal time shall cease at the time pay begins for such service or deadheading. Payments accruing un-

der this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

For the purpose of applying this rule, the railway will designate a home terminal for each crew in pool freight and in unassigned service.

### EXAMPLES

Question 1. Crew goes on duty after having been held twenty-two (22) hours at away-from-home terminal and makes a freight run in six (6) hours. What are they entitled to?

Answer. Crew is entitled to pay for 6 hours at the rate per hour of the last service performed, and 8 hours for the service trip.

Question 2. A crew is called for duty at away-from-home terminal after being held twenty-four (24) hours, and then makes a freight run in six (6) hours. What are they entitled to?

Answer. The crew having been held for a complete 8-hour period, compensation earned under the Held-Away-From-Home Terminal Rule and for the service trip should be paid separately. Crew is, therefore, entitled to 8 hours at the rate per hour paid them for the last service performed, and 8 hours for the service trip.

Question 3. After being held forty-three (43) hours at away-from-home terminal, a crew goes on duty and makes a freight run to their home terminal in six (6) hours. What is crew entitled to?

Answer. Crew is entitled to pay for 8 hours held-away-from-home terminal time, at the rate per hour paid them for the last service performed, for the first 24-hour period; 3 hours at the same rate for the second period beginning with the 41st hour; and 8 hours for the service trip.

Question 4. After being held twenty-three (23) hours at away-from-home terminal, a crew goes on duty and makes a freight run to their home terminal in nine (9) hours. What is crew entitled to?

Answer. Crew is entitled to pay for 7 hours at the rate per hour paid them for the last service performed, and 8 hours pro rata and 1 hour overtime for the service trip.

There are five (5) passenger crews assigned to cover a certain number of scheduled passenger trains, but these crews are in a pool and worked first-in first-out.

Question. Can these crews claim time at the away-from-home terminal under the Held-Away-From-Home Terminal Rule?

Answer. No; as crews are not in pool freight or in unassigned service.

## ARTICLE XXVII

### CALLING CREWS

Road crews and extra or unassigned yard crews will be called for service, it being incumbent upon

each employe involved to furnish the Management with a telephone number at which he can be contacted for calls for duty as all calls for service will be made by telephone. Details involving procedural arrangements for the calling of crews will be effectuated by the Management.

### ARTICLE XXVIII

#### *CALLED AND NOT USED*

When road or yard service employes are called and perform no service other than to register, check bulletin book, get supplies, working clothes, etc., preparatory to going on duty, they will be paid a minimum of four (4) hours at pro rata rate in the class of service for which called and stand first out. If held more than four (4) hours they will be paid a minimum day in the class of service for which called and stand last out. In order to receive pay an employe must remain where he can be used until he is notified that his services will not be required. This Rule will not apply when an employe is called and he is later notified before leaving his place of residence that the call is cancelled. Payments under this rule will not affect the turn or standing of assigned employes.

### ARTICLE XXIX

#### *DEADHEADING*

Train and engine service employes deadheading under orders of the Railway will be allowed pay for actual time consumed, at one-half the rate of the service to which being deadheaded, except that a maxi-



mum of eight (8) hours will be allowed for any one deadhead trip. Deadhead trips are to be paid as separate items and not combined with service pay unless the deadhead trip is an integral part of the service trip, in which event deadhead and service pay will be paid as one item. This Rule will not apply to employees deadheading for service as yardmen nor to any employees deadheading to exercise seniority rights.

### ARTICLE XXX

#### EXTRA EMPLOYES

Extra lists for employees will be established at points designated by the Management.

Extra employees will be run first-in and first-out of terminals except that they will take the turn of the employees whose vacancies they are called to fill.

Extra employees will be governed by instructions promulgated by the Railway as to registering for service, marking up on the extra boards, return from leave of absence or furlough, etc.

The Railway will be divided into a designated number of "Selective Work Districts" for extra board employees, each extra board man to be permitted to elect the "Selective Work District" on which he desires to work, commensurate with his seniority standing and the requirements of the service, and will be called for the service on a first-in first-out basis, except as otherwise provided in these working conditions, for service originating in that "selective work District." Procedural details will be promulgated and published by the Management.

## ARTICLE XXXI

## MEAL PERIOD

A 30 minute meal period, without pay, will be allowed all yard and local freight crews. On through freight and passenger runs, where continuous service is required, employees will be expected to eat en route and there will be no meal period provided. Those crews granted meal periods will make pre-arrangements with the Dispatcher or Yardmaster in charge.

## ARTICLE XXXII

## UNIFORMS

## Section 1

The Railway shall continue to designate a standard uniform and accessories to be worn by train service employes while on duty in passenger service, as required by the Railway. The standards shall be subject to change from time to time as required by the Railway, but shall, for the present, consist of the following:

## (a) Uniform —

Cap, coat, vest and trousers.

## (b) Accessories —

White shirt, black four-in-hand tie, black or dark blue socks (white when necessary for health) and black shoes.

- (c) Insignia —  
Badges, buttons, epaulets, etc.

## Section 2

(a) When it is necessary, after the effective date of this Agreement, for train service employees to purchase new uniforms (with two pairs of trousers, if desired), or caps, the Railway will order same from a uniform contractor designated by the Railway, will pay the purchase price thereof and will make deductions from the employees through the payrolls, except as provided in paragraphs (e) and (i) of this section. The Superintendent or representative designated by him will be the sole judge as to when new uniforms shall be ordered.

(b) Train service employees assigned to passenger service, and extra train service employees with five (5) or more year's seniority as such will, after the effective date of this Agreement, be charged with only fifty (50) percent of the purchase price of their uniforms. Those with less than five (5) years' seniority as train service employees upon completion of one hundred (100) trips in passenger service, will be entitled to a refund of fifty (50) percent of the purchase price of their uniform if such refund is requested.

(c) To the end that uniforms will present a neat appearance, the employees shall keep them properly cleaned and neatly pressed at all times at their own expense.

(d) The employees will purchase and pay the entire cost of all uniform accessories and will keep them in proper condition to present a nice appearance.

(e) The Railway will supply, free of charge, all insignia required. The employees are responsible for the safe keeping of insignia and the transfer of same from old to new uniforms.

(f) Uniforms are to be worn only while on duty in passenger service on this Railway or in activities incident thereto, including layover hours at the away-from-home terminal, layover, or turning point.

(g) In cases where a uniform is lost, stolen, damaged or destroyed while not being used by the employee on duty for the Railway, the employee will repair each damage or replace such uniform at his own expense.

(h) If the Railway changes the standard of uniforms in use, and does not permit the employees to use the uniforms in their possession until they are due to be replaced by usage, the Railway will pay the entire expense of the new uniform required.

(i) When in the judgment of the Superintendent, a new uniform or cap is needed before it can be supplied by the designated uniform contractor, the Superintendent may authorize the employee to purchase same locally. In such case the employee will pay the full purchase price of the uniform, present the receipted bill for same to the Superintendent, and when the employee is entitled, under the provisions of paragraph (b) of this section, to a refund from the Railway, such refund will be made for fifty (50) per cent of the cost.

(j) Employees who are not equipped with a uniform will not be considered as available for passenger serv-

ice requiring uniforms. An extra board train service employe, not equipped with a uniform and cap and who stands to be called for uniformed passenger service under the first-in first-out rules of their respective agreements, will be skipped without penalty to the Railway and without changing his position on the extra board, and the first-out employee who is equipped with a uniform and cap will be used. Any employee who does not have a uniform and cap will be required to obtain one within thirty (30) days after being instructed to do so by the Superintendent, but exceptions to this requirement may be made by agreement between the Trainmaster and craft General Chairman when, in their judgment it is justified.

(k) In the event an employe not heretofore equipped with uniform and cap and who has sufficient seniority to take an assignment as train service employe in passenger service makes application to the Superintendent for the purchase of a uniform and cap, such purchase shall be approved. Such employe who makes application for purchase of uniform and cap for the purpose of taking an assignment in passenger service or to work in passenger service from the extra board shall not be considered as qualified for passenger service until he has received the uniform and cap and notified the Call Office.

(l) In the event application for purchase of uniform and cap is made by a man who has not heretofore equipped himself with such, but who would obviously stand for passenger service if so equipped, such purchase will be authorized, but no replacement of uniforms for men now possessing them will be authorized when it appears such men will not work from the

extra board and will not be needed for passenger service.

### *Section 3*

It is understood that the provisions of this Agreement Rule shall be applicable to the following employees in the following circumstances:

(a) Employees regularly assigned as Train Service Employees in passenger service for full uniform, but not those assigned or used in mixed service, unless the Railway issues instructions requiring that men in such service wear uniforms.

(b) Employees regularly assigned as Train Baggage-men for cap and badge only; overalls or work clothes, of a type approved by the Railway and provided by employees at their expense, will be worn as required by the Superintendent.

(c) Extra board employees working in passenger service for full uniform.

### *Section 4*

It is understood that, if in the judgment of the Superintendent, train service employees to be used in certain passenger service need not wear uniforms, he may waive the requirement.

### *Section 5*

Nothing contained in this Agreement obligates the Railway to participate in the cost of purchasing new

uniforms and replacing uniforms for employes when it appears such employes will not be needed for passenger service.

### ARTICLE XXXIII

#### DATE EFFECTIVE AND CHANGES

This Agreement shall be effective October 26, 1963, superseding all other rules, agreements and understandings in conflict herewith, as well as Check-Off Agreements.

This Agreement shall remain in effect until changed in accordance with the Railway Labor Act, as amended, except that there shall be no change in rates of pay or rules for a period of two years following the effective date of this Agreement.

Signed at St. Augustine, Florida, this      day of 1963.

FOR THE CARRIER  
FLORIDA EAST COAST  
RAILWAY COMPANY  
By:

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Assistant Vice President and  
Director of Personnel

## PLAINTIFF'S EXHIBIT No. 4A

Filed: May 26, 1964

FLORIDA EAST COAST RAILWAY COMPANY

NAME \_\_\_\_\_ JOB CLASSI- RATE OF  
FICATION: \_\_\_\_\_ PAY: \_\_\_\_\_

HOME ADDRESS:

MARITAL  
STATUS:\_\_\_\_\_  
(Street) (Town) (State)

DATE OF ENTERING SERVICE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

I have this date been furnished with a copy of the Conditions of Employment in effect on the Florida East Coast Railway Company. These Conditions of Employment are completely satisfactory to me, my signature hereon signifying my acceptance thereof and willingness to work thereunder.

Signature \_\_\_\_\_

Date \_\_\_\_\_



## PLAINTIFF'S EXHIBIT No. 4B

Filed: May 26, 1964

## FLORIDA EAST COAST RAILWAY COMPANY

NAME: \_\_\_\_\_ JOB CLASSI- RATE OF  
FICATION: \_\_\_\_\_ PAY: \_\_\_\_\_

HOME ADDRESS:

\_\_\_\_\_ MARITAL  
STATUS: \_\_\_\_\_  
(Street) (Town) (State)

DATE OF ENTERING SERVICE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

I have this date been furnished with a copy of the Uniform Working Agreement in effect on the Florida East Coast Railway Company. The conditions of this Agreement are completely satisfactory to me, my signature hereon signifying my acceptance thereof and willingness to work thereunder.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## PLAINTIFF'S EXHIBIT No. 5

Filed: May 26, 1964

Florida East Coast Railway Company  
St. Augustine, Florida,  
February 24, 1954.  
2

Mr. T. C. Bolin, General Chairman,  
Order of Railway Conductors and Brakemen,  
4728 Sappho Avenue,  
Jacksonville 5, Florida.

Mr. D. G. Lemmon, General Chairman,  
Brotherhood of Locomotive Engineers,  
836 East Henry Street,  
Savannah, Georgia.

Mr. W. T. Kitt, General Chairman,  
Brotherhood of Locomotive Firemen and Enginemen,  
1114 Magnolia Street,  
New Smyrna Beach, Florida.

Gentlemen:

By letter dated November 4, 1963, you were advised that as of that date, November 4, the proposed Agreement appended to our Notice of September 25, 1963, was being placed into effect. Prior thereto, at 12:01 A. M., Tuesday, July 2, 1963, the Florida East Coast had placed into effect the work rules contained in the Section 6 Notice dated November 2, 1959. On August 29, 1963, at the direction of Secretary of Labor Wirtz and pursuant to legislation enacted by Congress and signed

by the President on August 28, 1963 (P. L. 88-108) the work rules contained in the November 2, 1959, Section 6 Notice were withdrawn.

On or about December 2, 1963, Civil Action 63-260-Civ-J was filed in the United States District Court for the Middle District of Florida seeking to enjoin Florida East Coast from continuing in effect or taking any action under the Notice of September 25, 1963, which makes changes in rates of pay, rules and working conditions encompassed by the Carrier's Notices of November 2, 1959, and the Unions' Notices of September 7, 1960, until the expiration of P.L. 88-108. On December 12, 1963, the Honorable Bryan Simpson, orally ruled that, "... the injunction should issue, limited to the notice changes encompassed in the November 1959 notices." In short, Judge Simpson ruled that certain provisions of the Uniform Working Agreement, as contained in the Notice of September 25, 1963, be held in abeyance until the expiration of P.L. 88-108. P.L. 88-108 will expire by its terms at midnight tonight, February 24, 1964.

Florida East Coast therefore gives notice that:

(a) Upon the expiration of P.L. 88-108, the Carrier will at 12:01 A.M., February 25, 1964, withdraw its Notice of August 29, 1963, withdrawing the work rules placed in effect at 12:01 A.M., July 2, 1963. The purpose of reinstating these rules as of 12:01 A.M., February 25, 1964, even though they have been superseded and replaced by the rules placed into effect on November 4, 1963, is to reaffirm the conditions that existed prior to August 29, 1963. In other words, even though superseding rules

are now in effect, the Carrier is aware that you disputed the right of the Carrier to place the superseding rules into effect on November 4, 1963, and that the Mediation Board has docketed your application for mediation in this matter as Case A-7056. As previously stated, it is our considered judgment that you were not in a position under the Railway Labor Act to make a valid request for the mediatory services of the National Mediation Board. However, if it should ultimately be determined that, despite your refusal to bargain, as required by the provisions of the Railway Labor Act, the Rules contained in our Notice of September 25, 1963, were not properly placed into effect on November 4, 1963, then the rules originally contained in the Carrier's Section 6 Notice of November 2, 1959, except those portions involving "Use of Firemen (Helpers) In Other Than Steam Power" (this Notice not having been served by this Carrier and this matter having been disposed of through negotiation with the International Association of Railway Employees, the duly authorized representative of locomotive firemen on this property) and "Consist of Crews" (there being no restriction on the Carrier with respect to this matter), shall be in full force and effect.

(b) The work rules placed into effect on November 4, 1963, and not held in abeyance pursuant to C.A. 63-260-Civ.-J remain in full force and effect.

(c) The work rules held in abeyance pursuant to C.A. 63-260-Civ.-J, are reinstated and made fully effective as of 12:01 A.M., February 25, 1964.

Yours very truly,

(Signed) R. W. WYCKOFF  
Assistant Vice President and  
Director of Personnel.

RWW-1

cc: Mr. Willard Wirtz, Secretary of Labor,  
Washington 25, D. C.

Mr. E. C. Thompson, Executive Secretary,  
National Mediation Board, Washington 25, D. C.

Received: March 2, 1964

PLAINTIFF'S EXHIBIT No. 6

Filed: May 26, 1964

Florida East Coast Railway Company  
St. Augustine, Florida,  
February 24, 1964.  
2

*CERTIFIED MAIL —  
RETURN RECEIPT REQUESTED*

Mr. H. O. Van Arsdall, Sr., General Chairman,  
Brotherhood of Railroad Trainmen,  
3030 N. W. 2nd Avenue,  
Miami, Florida — 33127.

Dear Sir:

On July 8, 1963, the Railway gave you notice of the placing in effect as of 12:01 A.M., Wednesday, July 10, 1963, a Promulgation of Work Rules, copy of which is attached for your ready reference, served on the Chief Executives of your Organization on August 6, 1962, but not including Item I, Use of Firemen (Helpers) On Other Than Steam Power, this matter having been disposed of through negotiations with the International Association of Railway Employees, the duly authorized representative of locomotive firemen on this property. Insofar as concerns Item III, Consist of Crews, you were advised that that Item would be applicable only to the extent that the Management is now restricted in determining the size or consist of crews, such as crews in road switcher service and local freight crews loading and unloading less than carload freight, the Railway enjoying the unrestricted pre-

rogative to determine the size or consist of crews in all other types of service.

On August 29, 1963, at the direction of Secretary of Labor Wirtz and pursuant to legislation enacted by the Congress and signed by the President on August 28, 1963 (P.L. 88-108) the previously described work rules which had been placed in effect at 12:01 A.M., July 10, 1963, were withdrawn during the effective period of P.L. 88-108. In view of the fact that P.L. 88-108 will expire at midnight February 24, 1964, this will advise you that the Florida East Coast Railway Company upon the expiration of P.L. 88-108 will withdraw its previous notice withdrawing these work rules and said work rules are reinstated as of 12:01 A.M., Tuesday, February 25, 1964, but not including those portions involving "Use of Firemen (Helpers) On Other Than Steam Power" and "Consist of Crews". The reinstatement of these rules, originally contained in the Section 6 Notice dated November 2, 1959, in no way changes or modifies the Section 6 Notice of September 25, 1963, with respect to which negotiations are still proceeding with your Organization.

Yours very truly,

(Signed) R. W. WYCKOFF  
Assistant Vice President and  
Director of Personnel.

RWW-1

cc: Mr. Willard Wirtz, Secretary of Labor,  
Washington 25, D. C.  
Mr. E. C. Thompson, Executive Secretary,  
National Mediation Board, Washington 25, D. C.

Received March 2, 1964

**PLAINTIFF'S EXHIBIT No. 7**

Filed: May 26, 1964

Florida East Coast Railway Company  
St. Augustine, Florida  
March 9, 1964  
2

Mr. D. G. Lemmon, General Chairman  
Brotherhood of Locomotive Engineers  
P. O. Box 1184  
Savannah, Georgia

Mr. T. C. Bolin, General Chairman  
Order of Railway Conductors and Brakemen  
4728 Sappho Avenue  
Jacksonville 5, Florida

Mr. W. T. Kitt, General Chairman  
Brotherhood of Locomotive Firemen and Enginemen  
1114 Magnolia Avenue  
New Smyrna Beach, Florida

Gentlemen:

On September 25, 1963 I gave notice, pursuant to the provisions of the Railway Labor Act, of desire of the Railway to make effective October 26, 1963 the agreement appended to that notice, superseding all other rules, agreements and understandings in conflict therewith at such time as it became effective. This matter was subsequently docketed by the National Mediation Board as Case A-7056.

Effective 12:00 P.M. today, March 9, 1964, the notice of September 25, 1963 is withdrawn. Although, as stated in our letter of February 24, 1964, the rules contained in the November 2, 1959 Section 6 notice are,



in our opinion, already in effect, in order that there may be no question, effective 12:01 A.M., March 10, 1964 the rules contained in carrier's Section 6 notice of November 2, 1959, except those portions involving "Use of Firemen (Helpers) On Other Than Steam Power" (this notice not having been served by this carrier and this matter having been disposed of through negotiation with the International Association of Railway Employees, the duly authorized representative of Locomotive Firemen on this property) and "Consist of Crews" (there being no restriction on the carrier with respect to this matter) will be placed in effect.

Effective 12:01 A.M., March 10, 1964 the agreements in effect will be those negotiated effective March 1, 1957 with the Brotherhood of Locomotive Engineers, February 1, 1956 with the Order of Railway Conductors and Brakemen, and December 1, 1946 with the Brotherhood of Locomotive Firemen and Enginemen, as each of those agreements has been amended, including amendment by the rules contained in the carrier's Section 6 notice of November 2, 1959, except as indicated above, and which rules are placed in effect at 12:01 A.M., March 10, 1964.

Yours very truly,

(Signed) R. W. WYCKOFF  
Assistant Vice President and  
Director of Personnel

RWW/p

cc: Mr. Willard Wirtz, Secretary of Labor  
cc: Mr. E. C. Thompson, Executive Secretary,  
National Mediation Board

Received: March 12, 1964

PLAINTIFF'S EXHIBIT No. 8

Filed: May 28, 1964

**[1] CONFERENCE BETWEEN FLORIDA EAST COAST RAILWAY COMPANY and FEDERATION SYSTEM 69, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS: SHEETMETAL WORKERS NATIONAL ASSOCIATION, held at the offices of Florida East Coast Railway Company at King and Malaga Streets, St. Augustine, Florida, on Tuesday June 25, 1963, at 1:00 p.m.**

**PRESENT:**

**MR. R. W. WYCOFF,**  
Assistant Vice President and  
Director of Personnel, Florida  
East Coast Railway Company.

**MR. W. J. GAINES,**  
Assistant Personnel Director,  
Florida East Coast Railway  
Company.

**MR. R. A. ALEXANDER,**  
Assistant Personnel Director,  
Florida East Coast Railway  
Company.

**MR. R. M. COOKE,**  
President, Federation System  
69.

MR. C. A. DuPONT,  
General Chairman, Inter-  
national Brotherhood of  
Electrical Workers.

MR. T. V. STEADMAN,  
General Chairman, Inter-  
national Brotherhood of  
Boilermakers, Iron Shipbuilders  
Blacksmiths, Forgers and  
Helpers.

MR. R. L. LANIER,  
General Chairman, Sheet  
Metalworkers National Ass'n.

**[2] MR. WYCOFF:**

Gentlemen, Mr. Rosenfeld is a court reporter and will record our discussion in connection with your Section 6 notice of May 31, 1963. If you desire, you may make your own arrangement with Mr. Rosenfeld for a copy of the transcript.

**MR. COOKE:**

We would like to make arrangements to not even have him here, if we had any choice, Mr. Wycoff. I don't see the necessity if we are going to have all this negotiation here on our notice, I do not see the necessity of having a court reporter here at all.

**MR. WYCOFF:**

Mr. Cooke, I think you will agree, it is only good business to have a record of what transpires in the course of our conference discussion to refer back to in case any question arises in the future as to what was said or what was not said.

MR. COOKE:

That may be. But, nevertheless, I wish that you would note that we have objected to having a court reporter present. I do not believe it is necessary at all.

MR. WYCOFF:

The record will reflect your objection. However, it is hard for me to believe that a responsible union representative would object to a record being made of what he has to say during a [3] conference discussion.

MR. STEADMAN:

It is something that hasn't been done in the past. It seems to me it would be a reflection on both parties. Always, we had agreed and have been in harmony with one another and trusted one another as to what went on.

MR. WYCOFF:

It is not a question of distrusting one another. It is simply good business to have a record of all that transpires. For this very reason, accurate records are kept as to what is said during the course of official sessions of governmental bodies, including The Congress of the United States. Certainly, it doesn't mean that we distrust our Congressman because we keep a record of what he says.

MR. COOKE:

That may be true, Mr. Wycoff. We have never been confronted with it before, so you can readily realize that we are reluctant to go along with it. For that reason, we just haven't been confronted with it at any time in the past.

MR. WYCOFF:

Contrary to your statement, Mr. Cooke, I think you will recall the conferences in Mr. Ball's office on March 15 and May 10 in connection with other wage demands of the organizations, the court reporter was present. If my understanding is [4] correct, your organization has procured transcripts of those discussions for your use.

MR. COOKE:

Yes. But that was not on an initial conference on a wage rule notice such as this is, Mr. Wycoff. That was an unusual situation, you will have to admit.

MR. WYCOFF:

I do not consider it unusual. It was a discussion in connection with the Section Six notice. I might say at this time that from here on forward, on every discussion involving Section Six notices, the court reporter will be present.

MR. COOKE:

That doesn't leave much room for argument then.

MR. WYCOFF:

I have your Section Six notices of May 31 of this year. In reality they are two separate notices.

MR. COOKE:

Yes, sir.

MR. WYCOFF:

The first deals with so-called fringe benefits. I would like to discuss that first.

As I understand Section of Article I of Appendix A

dealing with vacations, you propose granting a fourth week of vacation to employees who have been in service ten years or more.

In that regard, Paragraph D of Article I, section [5] 1, you make reference to the qualifications as being rendering some compensated service during the preceding calendar year.

In reducing the qualifying requirements for two week vacation, three week vacation, they also make reference to some compensated service in the preceding calendar year.

For my own information, I would like to know what "some compensated service" contemplates.

MR. COOKE:

Well, one day would be sufficient. I think that has been defined as — compensated service.

MR. WYCOFF:

In other words, if an employee were to work, say, January 2, 1964, under your proposal, and he took a leave of absence and engaged in some other employment for the balance of the year, in 1965 the railroad would owe him as much as four weeks vacation, depending on the length of service.

MR. COOKE:

Have any of you all got any comments to make? The leave of absence hadn't entered into my mind.

MR. WYCOFF:

It wouldn't necessarily have to be a leave of absence. He could be furloughed.

MR. COOKE:

Under a furlough, yes, if he served [6] one day, then he qualifies.

MR. WYCOFF:

If he went to work for the balance of the year for some other company, he would be entitled to a vacation the following year?

MR. COOKE:

If they were furloughed, I don't believe that any of us would be concerned with what he did while he was furloughed. The company wouldn't be interested in that, to the extent he was furloughed from their service. He wouldn't be under any further obligation to them.

MR. WYCOFF:

How would he be earning a vacation with the railroad when he was working the whole year with some other company?

MR. COOKE:

He would have earned the vacation on his previous service.

MR. WYCOFF:

One day's service?

MR. COOKE:

Well, one day service would qualify him for it, yes.

MR. WYCOFF:

I thought the real theory behind vacation was to permit an employee to become refreshed and perform an-

other year's service after having time for rest and relaxation.

Here is a case I just mentioned where a man could work one day, be off the balance of the year, and still [7] he would be entitled to a vacation.

MR. COOKE:

He would still have the required period behind him, though. He wouldn't just have one day in service with the company.

MR. WYCOFF:

He would have only actually one working day service in that year.

MR. COOKE:

You are talking about an unusual, a very unusual situation.

MR. WYCOFF:

Not necessarily unusual. You have had many cases where employees had been off in January, had not performed any further service for the balance of the year.

MR. COOKE:

That may be true.

MR. WYCOFF:

Of course, there are other aspects of the vacation provision which would also increase wage costs as far as the railroad is concerned, all the qualifying requirements being reduced would naturally increase wage costs.

You have a provision covering holidays falling with-



in a vacation period which would mean increased wage costs.

Since the railway is not financially able to grant any increases in wage costs, the proposal will have to be declined.

**[8]** At this point, I would like to go on record as saying that your present proposals will have to be disposed of at the same time as the proposals over which your organization went out on strike are disposed of. In other words, any disposition of one demand will have to dispose of all demands.

**MR. COOKE:**

Well, we had already learned that unfortunately by listening to the radio and television and reading the newspapers. It had been publicized quite a bit.

**MR. WYCOFF:**

I just wanted to go on record as far as our conference was concerned in that regard.

Article II of your Appendix A covers holiday allowances.

As I understand it, it primarily is contemplating increasing the number of paid holidays from seven to nine. In addition, make it easier to qualify for payment for holiday allowance. Is that right?

**MR. COOKE:**

Yes, sir.

**MR. WYCOFF:**

Section 3 of that Article provides that each hourly, daily and weekly rated employee qualify for holiday pay provided in Section 1, if compensation paid by the carrier is credited to him at any time during the 60

calendar days preceding the [9] holiday or holidays, unless the employee was assigned to work on the work day of his work week immediately preceding or following the holiday, and he fails to report for work on such day without good cause.

Of course, you reduced the qualifying requirements to any compensated service in the 60-day period preceding the holiday, and good cause you made practically all-inclusive.

For example, you refer to good cause as including sickness, injury, disability, vacation, leave of absence, and any other reasonable cause.

Reasonable cause in my mind, if your proposal were ever to be adopted would cause a considerable amount of dispute.

For example, if you have an assigned employee that lays off the day before a holiday to drive to the West Coast of Florida to visit his daughter, as far as he is concerned, that might be a reasonable cause for failure to report for duty.

MR. COOKE:

No.

MR. WYCOFF:

As far as management is concerned, we do not agree with that.

MR. COOKE:

No, I wouldn't agree with it either because the balance of the section there covers that. [10] Laying off in anticipation of the holiday or to prolong it would not be a reasonable excuse.

MR. WYCOFF:

Let us say that his daughter is graduating. Say he laid off the day before the 4th of July holiday to attend some sort of graduation exercises, or his daughter is in the hospital going to have a baby, would you consider that a reasonable excuse.

MR. COOKE:

I would not personally, no.

MR. WYCOFF:

I am just curious. As I say, I think that is going to be a cause of conflict in the event your proposal ever were to be adopted.

On the fringe benefit portion of your proposal covering hospital, surgical and medical benefit and group life insurance, as I understand it, you contemplate keeping the same health and welfare benefits in effect, presently effective, for a three-year period beginning March 1, 1964. In the event the premiums should increase, it would be the carrier's obligation to pay the increased premium.

MR. COOKE:

That's right.

MR. WYCOFF:

In addition, you desire to increase group life insurance from \$4000 to \$6000 per employee, and give \$2000 of life insurance to each retired [11] employee, all at the carrier's expense.

MR. COOKE:

That's correct.

MR. WYCOFF:

All of those proposals would increase the wage costs of the company.

I said a minute ago, the company is not financially able to grant any wage increases or increased wage costs at this time. Therefore, those proposals will have to be declined.

You have a second proposal which covers stabilization of employment and wage increase.

On the wage increase, you are requesting an increase in the amount of 10% plus 14 cents per hour effective June 30, 1963, with subsequent wage increases in the amount of 3 1/2% per year.

As an example, in the event a wage increase were to be negotiated under your proposal at some future date, let us say it became effective, for example, January 1, 1964, under your proposal when would the subsequent wage increase of 3 1/2% be made effective?

MR. COOKE:

At the mid-point of the 12-month period, which would be at the end —

MR. WYCOFF:

In other words, six months later?

MR. COOKE:

Yes.

MR. WYCOFF:

In other words, in effect what you [12] are asking for is your 10% increase, plus 14 cents an hour, plus 3 1/2% all within a period of six months.

MR. COOKE:

Well, perhaps the first one would be six months following the initial increase.

MR. WYCOFF:

That was my question. When the first subsequent wage increase would be effective. Of course, the cost of living adjustment provision, as I understand those, but there again, the company is not financially able to grant any wage increase, so for that reason I will have to decline your proposal.

On the stabilization portion of your notice —

MR. COOKE:

I think you are getting ours mixed up with someone else's.

MR. WYCOFF:

Don't you have a stabilization portion?

MR. COOKE:

No.

MR. DuPONT:

That was in our last Section Six.

MR. COOKE:

That was last year.

MR. WYCOFF:

I am sorry. Actually, we covered all aspects of it. Do you have any comments you desire to make in connection with your notice?

MR. DuPONT:

I have. I would like to know what is your proposal to combine Section Six notices that [13] we are now on strike with, and this Section Six notice. How do you propose to go about that? What is the mediation? This is an additional conference.

MR. WYCOFF:

I am not combining the Section Six notices. They are separate notices, as I said a minute ago, the disposition of one notice will require disposition of the other notice insofar as the company is concerned. In other words, we will not dispose of one set of demands without disposing of the other set of demands.

MR. DuPONT:

How do you propose to do that?

MR. WYCOFF:

Through negotiation.

MR. DuPONT:

In other words, words, what you are trying to say you are willing to negotiate a complete settlement up to date?

MR. WYCOFF:

I am telling you that any consideration of one demand will entail consideration of the other demand at the same time.

MR. DuPONT:

One of us don't make sense.

MR. COOKE:

That in effect was what the newspapers stated following your meeting with the Mediator Switzer.

MR. WYCOFF:

That is right.

MR. COOKE:

That you insisted to him that the [14] present notice had to be thrown in the pot with the old one.

MR. WYCOFF:

I told him when we consider one set of demands, we are going to consider both sets of demands at the same time.

MR. COOKE:

I thought you related the proposal to him —

MR. WYCOFF:

I am not making any proposal at all. I said that was the position of the company. That was not a proposal.

MR. COOKE:

We felt that you were throwing this notice into mediation before you entered our initial conference on it

MR. WYCOFF:

No, absolutely not. We were talking with Mr. Switzer concerning your Section Six notice of September 1, 1961, a notice over which you subsequently went on strike. I told him that we did not consider any disposition of that dispute without also disposing of this dispute at the same time.

MR. DuPONT:

Well, as I understand it, you would be willing to open negotiations on a complete settlement up to date?

MR. WYCOFF:

It is not a case of opening negotiations. Negotiations have been open right along.

[15] MR. DuPONT:

Not on this question we just served.

MR. WYCOFF:

We are negotiating on this today.

MR. DuPONT:

That is what I say. Now, whay would you propose to do is negotiate on a complete settlement up to date?

MR. WYCOFF:

What I propose to do is any time we are talking about either of your disputes, we are talking about both of your disputes at the same time. In other words, it is only logical that the company could not agree to dispose of one set of demands and have the other set still hanging over their head.

MR. COOKE:

But still, Mr. Wycoff, when we attempted to reopen negotiations with you on the old dispute there in Jacksonville, I believe it was on March 10 if I am wrong, correct me on the date —



MR. WYCOFF:

We had two meetings with Mr. Ball, one on March 15 and May 10.

MR. COOKE:

We attempted then to reopen negotiations and the company had nothing to offer. Mr. Ball stated flatly he had absolutely nothing to offer, which to us didn't mean that he was willing to negotiate.

MR. WYCOFF:

I just got through telling you the company is not financially able to make any wage [16] increases, any increase in wage costs. If you have any proposals to offer whereby monetary rules can be revised, such as your vacation rule, your holiday pay rule or other monetary rule which could offset the cost of wage increase, we would be willing to listen to your proposals.

MR. DuPONT:

We don't have any proposals to deal for less money. We are getting less now than—

MR. COOKE:

Do you have anything to say?

MR. LANIER:

He said he is ready to negotiate. We have given him our proposals. Do you have any counter proposals we might negotiate on?

MR. WYCOFF:

It isn't a question of the Railway having counter proposals. I told you the Railway is not financially

able to grant any wage increase. If you have any proposals to make whereby a wage increase can be offset by changing some of your existing monetary rules, I will be glad to listen to them and see if we can negotiate something on that basis.

MR. COOKE:

What he means is, he is willing to negotiate but he isn't able to negotiate.

MR. LANIER:

I know exactly what he is trying to say. We can't negotiate unless he gives us something he wants, what do you want us to change?

[17] MR. WYCOFF:

I just threw out two examples.

MR. LANIER:

Would you give it to us in writing?

MR. WYCOFF:

I think we told you that. It is on record here. You have it as far as the record is concerned.

MR. STEADMAN:

In other words, what you want is to give us something and take a decrease which the employee wouldn't be a bit better off. They would be the same thing as they are today. That doesn't make sense to me.

MR. WYCOFF:

Basically, what you are saying is correct, the railroad is not financially able to grant any wage increase or any increase in wage costs. To grant such an increase would mean we have to offset it by revising some other rule.

MR. DuPONT:

Let us cut everybody's salary down to the same thing then. We will offset high cost of management, get some of the people that are doing the work —

MR. WYCOFF:

I don't understand your statement, Mr. DuPont.

MR. DuPONT:

Let us cut down some of these \$16,000 a year executives and pay them \$5,000 a year, like the men that are out there doing the work.

【18】 MR. WYCOFF:

I don't think any executive is getting \$16,000 a year. Do you?

MR. DuPONT:

I'd be foolish to say if I didn't know it to be a fact. If you want to know where I got my information —

MR. WYCOFF:

If you gentlemen have any proposals to make, I will be glad to listen to them and see what we could work out on them.

MR. COOKE:

Mr. Wycoff, our proposals are down in writing. You have declined them. I don't see any further concession that we can make on it.

MR. WYCOFF:

The company is not financially able to grant your demands.

MR. COOKE:

Requests, Mr. Wycoff. I don't like to hear the word "demand". We haven't demanded anything.

MR. WYCOFF:

Your demands are such that you are going out on strike over a portion of them.

MR. COOKE:

Requests. It was still a request then. It wasn't a demand.

MR. WYCOFF:

All right, it is merely a choice of words.

MR. STEADMAN:

We feel and I know the employees feel that what on our last proposal of 10.28 would have [19] been a fair settlement and we can't see any difference — I can't. All other railroads paid it and FEC is a first-class railroad. At the time as well as I recall, we were negotiating that one time there. It wasn't about \$38,000 as I recall difference in between our negotiations as to what we would come out with. At one time the proposal you offered.

MR. WYCOFF:

That is correct. However, the proposals were designed so the brunt of the wage increase cost would not hit us all at one period. If you will reflect, you will remember that it was divided into three separate six-month segments, so that actually the last segment came 18 months following the date of the first one, spreading the cost over an 18-month period, with a moratorium on future wage demands for a period of 18 months.

The organizations saw fit to reject it. That proposal was made in good faith by the company. It would have given the employees, we feel, more financially than they received on the National basis. However, the organizations apparently, simply because it was different than the National Settlement, rejected it.

[20] Since that time, the organizations went out on strike and we were forced to withdraw our proposal because we have no financial ability now to grant any wage increase or increase in wage cost.

MR. DuPONT:

Your proposal was to pay more to some and less to the rest, and there was no assurance that anybody would be here to get the benefits at higher rates you offered us. You recall that we asked you to freeze jobs for a length of time so that people that would accept that proposition would be around to enjoy the benefits of it. The company couldn't see fit to promise us that we would be here to enjoy the benefits, so why should we accept them.

MR. WYCOFF:

Do you have an assurance under any wage increases that a given number of employees are going to continue to work?

MR. DuPONT:

I don't have any assurance that I will even be living tomorrow, much less working, but I like to look forward to anything.

MR. WYCOFF:

Certainly, the railroad cannot freeze a given number of employees to the jobs without knowing what the future holds.

MR. DuPONT:

You know what the future holds about the increase in wages.

[21] MR. WYCOFF:

Anticipating there is going to be an increase in revenues —

MR. DuPONT:

Use the same anticipation to give the people a promise for a job for that time —

MR. WYCOFF:

It would be tantamount to bankrupting the company.

MR. COOKE:

My Wycoff, I would like to ask you just one more question. It is foolish, I know, in view of my past experience with you: If a National Carriers' Conference Committee is organized to handle a similar notice with the Employees National Conference Committee would you be willing to authorize the representative of the FEC Railway to handle the matter nationally?

MR. WYCOFF:

No, we will not. In fact, I want to go on record now as saying that this and all future notices in negotiating will be locally on the property, will be negotiated locally on the property.

MR. COOKE:

Do any of you gentlemen have anything further to ask him? I suppose we might as well close it off, Mr. Wycoff, unless you have something else you want to offer on it.

MR. WYCOFF:

No, I have nothing.

MR. COOKE:

Suppose we just recess our negotiations [22] for the time being?

MR. WYCOFF:

It is not a question of recessing our negotiations. I will write you giving you my decision on the request.

MR. STEADMAN:

Let it be a matter of record we asked to recess the conference.

MR. WYCOFF:

I am not agreeable to recessing the conference.

MR. LANIER:

You will confirm this in writing?

MR. WYCOFF:

Yes, sir. You will also have a copy of the transcript if you make the arrangements with Mr. Rosenfeld.

(Whereupon, the conference adjourned at 1:45 p.m.)

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DEFENDANT'S EXHIBIT B

Filed: May 27, 1964

INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS

Local No. 888

Office of Director  
of Personnel  
Fla. East Coast Railway Co.

Feb. 8, 1963  
18 Poinciana Ave.  
St. Augustine, Fla.

Mr. L. Lueders  
Gen. Supt., Locomotive Dept.  
F. E. C. Ry.  
Bowden, Florida

Dear Sir:

In reference to your Bulletin #BL-4, dated Feb. 3, 1963, in which you have advertised for one Electrician for duty at Bowden, Florida.



Please be advised that the employees that I represent have withdrawn from service of the F. E. C. on a legal strike and such employees are not subject to call for service.

Respectfully yours,

(Signed) C. A. DuPONT  
C. A. DuPont  
Pres. & Gen. Chairman  
Local #888, IBEW

cc: R. W. Wyckoff  
H. L. Herndon

Received  
Feb. 11, 1963

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DEFENDANT'S EXHIBIT C

Filed: May 27, 1964

INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS

Local No. 888

Miami, Florida

Subscribed to before me this  
17th day of April 1963

(SEAL)

(Signed) C. T. LUCAS, JR.  
C. T. Lucas, Jr.  
Notary Public, State of Fla.  
at Large

My Commission Expires  
April 2, 1966

L. J. Johnson III  
Local Union No. 888, IBEW  
1468 NW 102 St.  
Miami, Fla.

Dear Sir and Brother:

I, C. H. Cody, Card No. C-57719, a member of Local Union No. 888, IBEW, hereby prefer charges against Brother J. O. Elliott, Card No. 721084, member of Local Union No. 888, IBEW, whose last known mail-

ing address is 650 NE 160th St., North Miami Beach,  
for violation of the following.

AGREEMENT . . . . . Article— Section ———,

Subsection ——— BY-LAWS . . . . . Article —

SECTION ——— SUBSECTION ——— CONSTITU-  
TION .. Aticle ARIXXVII Section 2, Subsection 9 & 20.  
The violation occurred on April 3rd 1963 at approxi-  
mately 6:45 (AM) (PM) at F.E.C. Bowden Shops  
The violation occurred as follows:

J. O. Elliott was working for the F.E.C. Ry. as  
electrical formen at the time that a strike was call-  
ed by the 11 non-operating brotherhoods, effective  
Jan 23rd 1963. The foremans jobs were abolished  
as of Jan. 23rd 1963. J. O. Elliott accepted a position  
as Gen. formen with the F.E.C. Ry on or about March  
26th 1963 and reported for duty on March 27th 1963. He  
is passing thru our picket lines and has been seen per-  
forming the duties of most all R. R. crafts.

Fraternally yours,

(Signed) C. H. CODY

Minutes of Executive Board Meeting  
Local #888 IBofEW Miami, Fla.  
220 Oriole Avenue  
Miami Springs, Fla.

Executive Board  
Members Present

C. A. DuPont, Chairman, C. R. Underhill, Jack Figaro and L. J. Johnson. - Carl K. Smith, Int. Rep. IBofEW was also in attendance as adviser.

Meeting called to order at above address at 8:00 P. M. 5-27-63 Charges read as filed against J. O. Elliott who has crossed picket line at Bowden Yards to return to work for the strike bound F. E. C. Rwy. These charges filed April 17, 1963, Article # 27 Sec. #2, Paragraphs 9 and 20 of IBofEW Constitution and Local By-Laws being violated. Brother Elliott was notified of the above charges and date set for hearing. He did not report for hearing and only notified the Recording Secretary through a friend that he could not attend.

Discussions were had on charges as filed against Brother Elliott; the decision of the trial board was guilty as charged, penalty to be imposed for above Brother Elliott will be notified of the trial board action and penalty.

Motion to adjourn meeting by Brother Underhill, seconded by Brother Figaro. Meeting adjourned at 9:45 P. M.

(Signed) L. J. JOHNSON  
L. J. Johnson  
Recording Secretary

May 28 1963  
1468 N. W. 102 St.  
Miami, Florida

Mr. J. O. Elliott  
650 N. E. 160 Street  
North Miami Beach, Fla.

Dear Sir:

Please be advised the Executive Board, sitting as a Trial Board of Local Union 888, I. B. E. W., on May 27th, 1963, after due consideration of the evidence produced has acted upon the charges filed against you by Brother C. H. Cody. The charges alleged you violated; Article XXVIII, Section 2, Sub Sections 9 and 20.

The decision of the Trial Board is as follows:

Guilty as Charged.

Due to the seriousness of the charges that have been brought against you and the finding of guilt in the case, it is the decision of this Trial Board that you be expelled from Local 888, I. B. E. W.

Fraternally Yours

(Signed) L. J. JOHNSON

cc: Mr. Joseph D. Keenan, I. S.  
Mr. Thomas Ramsey, I. V. P.  
Mr. J. T. Jaillette, F. S.  
C. M.

COPY

650 N. E. 160th Street  
North Miami Beach, Fla.  
May 26, 1963

Mr. L. J. JOHNSON, Recording Secretary,  
Local Union 888  
International Brotherhood of Electrical Workers,  
1468 N. W. 102nd. Street,  
Miami 447, Florida.

Dear Sir:

I have your notice of May 23, 1963, directing that I appear before the Trial Board of Local Union No. 888, I. B. E. W., Miami, Florida, May 27, 1963, to answer charges filed against me by Brother C. H. Cody, Card No. C-57719 for an alleged violation of Article XXVII, Section 2, Subsections 9 and 20 of the International Constitution.

Under an agreement negotiated by various labor organizations with the Florida East Coast Railway Company, including the International Brotherhood of Electrical Workers, employees are not required to remain members of an Organization when occupying positions which are excepted from the bulletining and displacement rules of the individual agreements. Such employees are free, however to be members of the Organization at their option.

On March 27, 1963, I was offered and accepted, a supervisory position as General Foreman with the Florida East Coast Railway Co. . Although it was not

necessary that I retain membership in the I. B. E. W., I continued paying my dues, assuming that the Organization would recognize the fact that retention of Union membership was not an obligation on my part. In view of the circumstances, it is obvious that I am not guilty of violation of any portion of the Constitution of the I. B. E. W. as alleged in your notice.

With respect to the hearing on May 27, I regret that commitments and, therefore, will be unable to appear as requested. However, this is to go on record that I do not consider that I am in violation of any portion of the I. B. E. W.'s constitution.

Yours truly,

(Signed) J. O. ELLIOT

DEFENDANT'S EXHIBIT D

Filed: May 27, 1964

SYSTEM FEDERATION NO. 69

January 16, 1963

*STRIKE CALL AND INSTRUCTIONS PERTAINING  
TO CONDUCT OF STRIKE*

TO ALL LOCAL CHAIRMEN, MEMBERS AND  
EMPLOYEES ON THE FLORIDA EAST COAST  
RAILWAY REPRESENTED BY THE FOLLOWING  
ORGANIZATIONS:

System Federation No. 69

International Association of Machinists  
International Brotherhood of Boilermakers, Iron  
Ship Builders, Blacksmiths, Forgers and Help-  
ers

Sheet Metal Workers' International Association  
International Brotherhood of Electrical Workers  
Brotherhood Railway Carmen of America  
Helpers, Round House and Railway Shop La-  
borers

Dear Sirs and Brothers:

THE ISSUES

On September 1, 1961, the Eleven Cooperating Rail-  
way Labor Organizations representing the non-operat-  
ing railroad employes of the country, served on all  
the railroads of the United States on which they rep-



resent employes a notice under the Railway Labor Act proposing a general wage increase of twenty-five cents an hour effective November 1, 1961, and a rule requiring not less than six months' notice of reductions in force or abolition of jobs.

The railroad managements met these proposals with counter-proposals that most rates of pay be cut by twenty percent; that in other classifications the starting rate be cut by twenty percent and the present rate be attained only gradually over a five-year period; that the wages of dining car waiters and other employes serving food or drinks be cut to \$1.25 per hour; and that rates not subject to these reductions be not increased. They further proposed reducing all notice requirements for force reductions and job abolitions to no more than twenty-four hours.

The Florida East Coast Railway was one of the Railroads on which our proposal was served and which served the counter-proposals.

Between November 27 and December 27, 1961, the issues arising from these proposals and counter-proposals were submitted by the organizations to the employes they represent on the several railroads in a strike ballot. The employes, including those represented by each participating organization on the Florida East Coast, voted overwhelmingly to strike if necessary to secure an acceptable agreement disposing of these issues.

The major railroads, generally, joined in setting up Carriers' Conference Committees to handle the dispute to a conclusion with our Employes' National Con-

ference Committee under the procedures of the RAILWAY Labor Act on a joint national basis as has been customary in such movements for thirty years. The Florida East Coast refused to participate in such national handling, as it had done in prior joint national movements.

The dispute was progressed in joint national handling through the procedures of conferences and mediation under the Railway Labor Act, and on March 6, 1962, became the subject of investigation by an Emergency Board appointed by the President of the United States under Section 10 of the Railway Labor Act. That Board made its report and recommendations to the President on May 3, 1962. Its recommendations were bitterly disappointing, and, in our judgment, utterly failed to do justice to the claims of the employees.

Nevertheless, in deference to the public interest in avoiding an interruption in railroad transportation, the participating organizations, on June 5, 1962, made an agreement with the railroads represented by the Carriers' Conference Committees disposing of the dispute on substantially the terms recommended by the Emergency Board. The agreement provided for a wage increase of 4 cents per hour effective as of February 1, 1962, an additional wage increase of 6.28 cents per hour as of May 1, 1962, and at least five working days' advance notice of abolishment of positions or reductions in force.

Other railroads not represented by the Carriers' Conference Committees have, with few exceptions, disposed of the dispute on terms identical to those contained in the national agreement. The Florida East

Coast is the outstanding exception. This railroad insists on discriminating against its employees notwithstanding the diligent efforts of your organization representatives ever since last June to reach a settlement on the basis that virtually every other railroad has found acceptable.

In light of these events, we cannot in good conscience dispose of this dispute on any basis that would accord treatment to Florida East Coast employees inferior to that accorded employees of all other major railroads. Necessarily the dispute to be disposed of remains that arising from our proposal of September 1, 1961, and the carrier's counter-proposals. We have outlined our efforts to settle the dispute and the bases of settlement the carrier has refused to accept, but there should be no mistake about the fact that the dispute on which this strike is called involves exactly the issues on which the strike ballot was circulated on November 27, 1961.

We have consequently been required to conclude that we can no longer defer the exercise of the responsibility to call a strike pursuant to the almost unanimous vote of the employees in the strike ballot. This is the only way the dispute can be settled in fairness to the employees we represent.

#### *TIME AND DATE OF STRIKE*

ACTING PURSUANT TO THE CONSTITUTIONS AND LAWS OF OUR RESPECTIVE ORGANIZATIONS, OPERATING THROUGH THE RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO, AND WITH THE APPROVAL OF THE EXECUTIVE COUNCIL

AND THE PRESIDENT OF THE RAILWAY EMPLOYEES DEPARTMENT, AFL-CIO, A STRIKE OF THE FLORIDA EAST COAST RAILWAY IS HEREBY CALLED TO COMMENCE ON WEDNESDAY, JANUARY 23, 1963, AT 6:00 A.M., EASTERN STANDARD TIME.

*Duties of Employes and Officers in Conduct of Strike*

In connection with the strike the following instructions are to be observed:

1. No employes of the Florida East Coast Railway represented by our organizations will perform any service after the hour set to strike.

Those employed at points where joint service is performed for other roads will on the receipt of this letter notify the proper officers of the carrier whose facilities are joint with the Florida East Coast that on and after 6:00 A. M. Eastern Standard Time, January 23, 1963, they will not be on duty, giving the reasons why.

Employes of other railroads, terminals or joint facilities who also perform service for the Florida East Coast and who are not ordered on strike, will discontinue performing any service for the Florida East Coast.

2. All employes on strike will keep away from the company property except such men as are designated certain duties to be performed in furtherance of this strike by authority of the organizations.

3. At various points on the carrier system the organizations will arrange for halls for meeting purposes. Consult your Local Chairman or other authorized representative for information as to the location of the point at which you are to meet. Immediately after the strike becomes effective all men except those assigned to immediate picket duty will assemble at the designated meeting halls. All strikers will be expected to register and be available for assignment to picket duty.

Only persons on strike and duly accredited representatives of the organizations will be permitted to be present in the meeting halls, unless otherwise authorized by the Chairman of the meeting.

4. Detailed daily instructions concerning the conduct of the strike will be given at the meeting halls. All strikers will be required to attend such meetings unless on picket duty or excused by the Chairman of the meeting.

5. Every employe must understand that the laws of the organizations involved must be obeyed. Acts of violence of any nature will not be tolerated by the organizations.

6. In the conduct of every strike there are numerous irresponsible persons, not members of the organizations, who take occasion to engage in acts of violence and disorderly conduct. Such acts are usually attributed to members of the organizations and great care should be taken by all employes to avoid associating with such persons.

7. Some carrier officials or their emissaries may endeavor to coerce or mislead the men by asserting that men at other points have not gone on strike or that they have returned to work. Such statements should be ignored and all strikers should apply to their officers and committeemen for information and be governed accordingly. No employe will return to work until the strike is officially terminated.

8. Employes on picket duty are expressly instructed to grant permission to train and engine service employes to cross picket lines to the extent necessary to bring passenger trains that are en route at the time strike is called to their destination and to bring freight trains that have already left a terminal to their next terminal. We wish to avoid the harm that would be caused to the public by leaving passengers or freight stranded enroute at the time the strike is called. Employes of classes or crafts other than the crafts on strike are requested to refrain from crossing picket lines except to the extent herein indicated.

9. The Local Chairmen will be instructed as to their duties by the General Chairmen and Grand Lodge Officers.

You should notify the citizens in your locality of the pending strike in order that they may not be unduly inconvenienced thereby and have time to make the necessary arrangements to protect themselves.

The Railroad Retirement Board has been advised of this action and will designate representatives for the purpose of your filing for unemployment compen-

sation. Their names and locations will be furnished to you at a late date.

You will keep this circular private; read it carefully and carry out its provisions to the letter so far as it applies to you; see other directly interested and in the event they fail to receive a copy, instruct them in accordance with the terms set forth herein. Failure to receive this circular is no excuse for remaining in the service after the strike has been declared. Every employe, member and non-member, is expected to obey the strike order which has been issued and any person remaining in the service after the strike is on will be designated as a strikebreaker.

Clearly defined cases of disloyalty or difference either as to discipline or safety measures, taken at once be reported to his organization and necessary action, either as to discipline or safety measures, taken at once.

It is understood that similar instructions are being issued by the duly authorized representatives of the other cooperating organizations. the cooperating organizations involved in this dispute are:

International Brotherhood of Boilermakers, Iron  
Ship Builders, Blacksmiths, Forgers and Help-  
ers

Brotherhood Railway Carmen of America

International Brotherhood of Electrical Workers

International Association of Machinists

Sheet Metal Workers' International Association

International Brotherhood of Firemen, Oilers,

Helpers, Roundhouse and Railway Shop Labor-

ers

Brotherhood of Railway and Steamship Clerks,  
Freight Handlers, Express and Station Em-  
ployes

Brotherhood of Maintenance of Way Employees  
The Order of Railroad Telegraphers

Brotherhood of Railroad Signalmen

Hotel and Restaurant Employees and Bartend-  
ers International Union

Your officers are convinced that a firm stand at  
this time will result in a victory for you in this im-  
portant situation and have full confid3nce in your  
courage and integrity.

THIS STRIKE IS AUTHORIZED AND CALLED IN  
ACCORDANCE WITH THE CONSTITUTIONS AND  
BY LAWS OF OUR ORGANIZATIONS AFTER COM-  
PLYING WITH ALL OF THE APPLICABLE PRO-  
VISIONS AND REQUIREMENTS OF THE RAILWAY  
LABOR ACT.

Fraternally yours,

(Signed) R. M. COOKE, (Carmen)  
R. M. Cooke, President  
System Federation No. 69

(Signed) R. W. McDOUGALL  
System Federation No. 69

(Signed) R. W. McDOUGALL  
R. W. Mc Dougall,  
General Chairman  
International Association of  
Machinists



(Signed) T. B. STEADMAN  
T. B. Steadman,  
General Chairman  
International Brotherhood of  
Boilermakers, Iron Ship  
Builders, Blacksmiths,  
Forgers and Helpers

APPROVED:

/s/ MICHAEL FOX

Michael Fox, President  
Railway Employees' Department, AFL-CIO

/s/ JOSEPH W. RAMSEY

J. W. Ramsey, General Vice President  
International Association of Machinists

/s/ RUSSELL K. BERG

Russel K. Berg, International President  
International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers

/s/ J. W. O'BRIEN

J. W. O'Brien, General Vice President  
Sheet Metal Workers' International Assn.

(Signed) R. L. LANIER  
R. L. Lanier,  
General Chairman  
Sheet Metal Workers'

(Signed) C. A. DuPONT  
C. A. Du Pont,  
International Brotherhood of  
General Chairman  
Electrical Workers

(Signed) R. M. COOKE  
R. M. Cooke,  
General Chairman  
Brotherhood Railway Carmen  
Of America

(Signed) J. L. CHRISTIAN  
General Chairman  
Firemen, Oilers, Helpers,  
Round House and Railway  
Shop Laborers

/s/ THOS RAMSEY  
Thos. Ramsey, International Vice President  
International Brotherhood of Electrical  
Workers

/s/ A. J. BERNHARDT  
A. J. Bernhardt, General President  
Brotherhood Railway Carmen of America

/s/ ANTHONY MARTZ  
Anthony Matz, President  
International Brotherhood of Firemen,  
Oilers, Helpers, Round House and  
Railway Shop Laborers

DEFENDANT'S EXHIBIT G

Filed: May 27, 1964

BROTHERHOOD OF RAILWAY CLERSK  
FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT

January 16, 1963

*STRIKE CALL AND INSTRUCTIONS PERTAINING  
TO CONDUCT OF STRIKE*

TO ALL LOCAL CHAIRMEN, MEMBERS AND EM-  
PLOYES REPRESENTED BY THE BROTHER-  
HOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STA-  
TION EMPLOYES ON THE FLORIDA FAST  
COAST RAILWAY

Dear Sirs and Brothers:

THE ISSUES

On September 1, 1961, the Eleven Cooperating Rail-  
way Labor Organizations representing the non-operat-  
ing railroad employes of the country, served on all  
the railroads of the United States on which they rep-  
resent employes a notice under the Railway Labor  
Act proposing a general wage increase of twenty-five  
cents an hour effective November 1, 1961, and a rule  
requiring not less than six months' notice or reduc-  
tions in force or abolition of jobs.

The railroad managements met these proposals with counter-proposals that most rates of pay be cut by twenty percent; that in other classifications the starting rate be cut by twenty percent and the present rate be attained only gradually over a five-year period; that the wages of dining car waiters and other employes serving food or drinks be cut to \$1.25 per hour, and that rates not subject to these reductions be not increased. They further proposed reducing all notice requirements for force reductions and job abolitions to no more than twenty-four hours.

The Florida East Coast Railway was one of the railroads on which our proposal was served and which served the counter-proposals.

Between November 27 and December 27, 1961, the issues arising from these proposals and counter-proposals were submitted by the organizations to the employes they represent on the several railroads in a strike ballot. The employes, including those represented by each participating organization on the Florida East Coast, voted overwhelmingly to strike if necessary to secure an acceptable agreement disposing of these issues.

The major railroads, generally, joined in setting up Carriers Conference Committees to handle the dispute to conclusion with our Employes' National Conference Committee under the procedures of the Railway Labor Act on a joint national basis as had been customary in such movements for thirty years. The Florida East Coast refused to participate in such national handling, as it had done in prior joint national movements.

The dispute was progressed in joint national handling through the procedures of conferences and mediation under the Railway Labor Act, and on March 6, 1962, because the subject of investigation by an Emergency Board appointed by the President of the United States under Section 10 of the Railway Labor Act. That Board made its report and recommendations to the President on May 3, 1962. Its recommendations were bitterly disappointing, and, in our judgment, utterly failed to do justice to the claims of the employees.

Nevertheless, in deference to the public interest in avoiding an interruption in railroad transportation, the participating organizations, on June 5, 1962, made an agreement with the railroads represented by the Carriers' Conference Committees disposing of the dispute on substantially the terms recommended by the Emergency Board. The agreement provided for a wage increase of 4 cents per hour effective as of February 1, 1962, an additional wage increase of 6.28 cents per hour as of May 1, 1962, and at least five working days' advance notice of abolishment of positions or reduction in force.

Other railroads not represented by the Carriers' Conference Committees have, with few exceptions, disposed of the dispute on terms identical to those contained in the national agreement. The Florida East Coast is the outstanding exception. This railroad insists on discriminating against its employees notwithstanding the diligent efforts of your organization representatives ever since last June to reach a settlement on the basis that virtually every other railroad has found acceptable.

In light of these events, we cannot in good conscience dispose of this dispute on any basis that would accord treatment to Florida East Coast employees inferior to that accorded employees of all other major railroads. Necessary, the dispute to be disposed of remains that arising from our proposal of September 1, 1961, and the carrier's counter-proposals. We have outlined our efforts to settle the dispute and the bases of settlement the carrier has refused to accept, but there should be no mistake about the fact that the dispute on which this strike is called involves exactly the issues on which the strike ballot was circulated on November 27, 1961.

We have consequently been required to conclude that we can no longer defer the exercise of the responsibility to call a strike pursuant to the almost unanimous vote of the employees in the strike ballot. This is the only way the dispute can be settled in fairness to the employees we represent.

#### TIME AND DATE OF STRIKE

ACTING PURSUANT TO THE CONSTITUTION AND LAWS OF OUR ORGANIZATION, A STRIKE OF THE EMPLOYEES WE REPRESENT ON THE FLORIDA EAST COAST RAILWAY IS HEREBY CALLED TO COMMENCE ON WEDNESDAY, JANUARY 23, 1963, AT 6 A.M., EASTERN STANDARD TIME.

#### *Duties of Employees and Officers in Conduct of Strike*

In connection with the strike the following instructions are to be observed:

1. No employes of the Florida East Coast Railway represented by our organization will perform any service after the hour set to strike.

Those employed at points where joint service is performed for other roads will on receipt of this letter notify the proper officers of the carrier whose facilities are joint with the Florida East Coast that on and after 6:00 A.M., Eastern Standard Time, January 23, 1963, they will not be on duty, giving the reasons why.

Employes of other railroads, terminals or joint facilities who also perform service for the Florida East Coast and who are not ordered on strike, will discontinue performing any service for the Florida East Coast.

2. All employes on strike will keep away from the company property except such men as are designated certain duties to be performed in furtherance of this strike by authority of the organization.

3. At various points on the carrier system the organizations will arrange for halls for meeting purposes. Consult the Chairman of the Protective Committee of your Lodge or other authorized representative for information as to the location of the point at which you are to meet. Immediately after the strike becomes effective, all employes except those assigned to immediate picket duty will assemble at the designated meeting halls. All strikers will be expected to register and be available for assignment to picket duty.

Only persons on strike and duly accredited representatives of the organizations will be permitted to be present in the meeting halls, unless otherwise authorized by the Chairman of the meeting.

4. Detailed daily instructions concerning the conduct of the strike will be given at the meeting halls. All strikers will be required to attend such meetings unless on picket duty or excused by the Chairman of the meeting.

5. Every employe must understand that the laws of our organization must be obeyed. Acts of violence of any nature will not be tolerated by the organization.

6. In the conduct of every strike there are numerous irresponsible persons, not members of the organization, who take occasion to engage in acts of violence and disorderly conduct. Such acts are usually attributed to members of the organization and great care should be taken by all employes to avoid associating with such persons.

7. Some carrier officials or their emissaries may endeavor to coerce or mislead you by asserting that employes at other points have not gone on strike or that they have returned to work. Such statements should be ignored and all strikers should apply to their officers and committeemen for information and be governed accordingly. No employe will return to work until the strike is officially terminated.

8. Employes on picket duty are expressly instructed to grant permission to train and engine service employes to cross picket lines to the extent necessary



to bring passenger trains that are en route at the time strike is called to their destination and to bring freight trains that have already left a terminal to their next terminal. We wish to avoid the harm that would be caused to the public by leaving passengers or freight stranded en route at the time the strike is called. Employees of classes or crafts other than the crafts on strike are requested to refrain from crossing picket lines except to the extent herein indicated.

9. The Chairman of the Protective Committee of your Lodge will be instructed as to his duties by the General Chairman and Grand Lodge Officers.

10. *Special Instructions for Employees in Certain Occupations.*

*Precautions to be taken.* Employees should make every possible effort to deliver any perishable freight they have on hand to the consignee; remit ALL company cash to the proper official, or designated depository without regard to the regular remittance period, place valuables in the safe or other safe depository, properly secure ticket cases, cut out telegraph and dispatchers' telephone instruments (at points where they are installed) so that through circuits may be protected; set your signal or signals in the manner prescribed or required of an employe going off duty, lock up freight house and ticket office and be sure every-thing is safe before you leave your station. Take your keys with you and retain them until properly checked out by a duly authorized representative of the railroad.

*Express Agents.* Railroad Station Agents who handle express for the REA Express should make every possible effort to deliver to consignee all perishable goods which may be on hand prior to the period the strike becomes operative. Valuable packages which cannot be delivered should be reshipped to some division office of the Express Company for safekeeping. No shipment of perishable, valuable or other important freight should be received just prior to the strike period on account of damage or inconvenience which might be caused by delay. After the strike period arrives, no shipments of any kind should be received or forwarded, nor should any attention be paid to Route Agents or other officials who may try to induce Agents to transact business of the company.

You should notify the citizens in your locality of the pending strike in order they may not be unduly inconvenienced thereby and have time to make the necessary arrangements to protect themselves.

All funds due the Express Company should be remitted and receipt taken for the remittance.

*Bond and Indemnity Relations.* Station Agents, Cashiers and other bonded employees have the same right to cease their employment and relinquish their responsibilities as all other citizens of the United States. You should, therefore, pay no attention to plausible misstatements which may be made by railroad or express officials who may try to influence you to remain in the service on the grounds that you are bonded and liable. You are not liable under the law for anything that transpires at your station after you cease employment and should either the railroad or

the Express Company or any person attempt to work an injury on you, your organization will defend you in the courts or elsewhere without regard to trouble or expense.

*United States Mail.* Railroad employes, required to handle United States mail by the railroads, are not in the Government service and, therefore, no legal obligations rest upon them to perform this service. The railroads have contracts with the Government for the performance of this service, for which they receive payments, while the employes are required by the railroads to handle the mail without payment therefor. When the strike period arrives you will decline to perform this service in the same manner as all other service.

11. The Railroad Retirement Board has been advised of this action and will designate representatives for the purpose of your filing for unemployment compensation. Their names and locations will be furnished to you at a later date.

12. You will keep this circular private; read it carefully and carry out its provisions to the letter so far as it applies to you; see others directly interested and in the event they fail to receive a copy, instruct them in accordance with the terms set forth herein. Failure to receive this circular is no excuse, member and non-member, is expected to obey the strike order which has been issued and any person remaining in the service after the strike is on will be designated as a strikebreaker.

13. Clearly defined cases of disloyalty or indif-

ference on the part of any person involved in the strike should be reported to the organization and necessary action, either as to discipline or safety measures, taken at once.

It is understood that similar instructions are being issued by the duly authorized representatives of the other cooperating organizations. The cooperating organizations involved in this dispute are:

International Brotherhood of Boilermakers, Brotherhood Railway Carmen of America, Iron Ship Builders, Blacksmiths, Forgers and Helpers  
 International Brotherhood of Electrical Workers  
 International Association of Machinists  
 Sheet Metal Workers' International Association  
 International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers  
 Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees  
 Brother of Maintenance of Way Employees  
 The Order of Railroad Telegraphers  
 Brotherhood of Railroad Signalmen  
 Hotel and Restaurant Employees and Bartenders  
 International Union

14. Your officers are convinced that a firm stand at this time will result in a victory for you in this important situation and have full confidence in your courage and integrity.

THE STRIKE IS AUTHORIZED AND CALLED IN ACCORDANCE WITH THE CONSTITUTION AND BY-LAWS OF OUR ORGANIZATION AFTER COMPLYING WITH ALL OF THE APPLICABLE PROVISIONS AND REQUIREMENTS OF THE RAILWAY LABOR ACT.

Sincerely and fraternally,

(Signed) N. B. HOWARD  
General Chairman

(Signed) J. D. BEARDEN  
Vice Grand President

APPROVED:

/s/ G. M. HARRISON  
Grand President

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DEFENDANT'S EXHIBIT H

Filed: May 27, 1964

BROTHERHOOD OF RAILWAY AND  
STEAMSHIP CLERKS

Freight Handlers, Express and Station Employes  
Florida East Coast Railway  
System Board of Adjustment

Flamingo Lodge 751  
Financial Secretary & Treas.  
D. S. Cooper  
1330 S. W. 59 Avenue  
Miami, Florida  
August 28, 1963  
File MRI

C. L. Dennis  
Grand President

Dear Sir and Brother:

Please be advised that charges were brought against Anne M. Wright card No. 590 Lodge 751 at regular meeting August 8, 1963 by E. W. Pollard a member in good standing - She was furnished a copy of these charges and notified to appear for hearing before Special Committee August 21, 1963.

This Special Committee met as called at 8 p. m. August 21st 1963, minutes of said meeting attached.

As Anna M. Wright failed to appear as instructed, she was in accordance with Section 4, Article 10, Status for the Government of Lodges, found in Contempt and therefore expelled from membership in our Brotherhood.

Sincerely and fraternally

(Signed) DENVER S. COOPER  
F. S. T. Lodge 751

cc: DKC-DLO  
WFH-GC

BROTHERHOOD OF RAILWAY AND  
STEAMSHIP CLERKS

Freight Handlers, Express and Station Employees  
District Chairman  
R. H. Schnarr  
2645 N.W. 23 Avenue  
Miami, Florida

Florida East Coast Railway  
System Board of Adjustment  
Flamingo Lodge 751  
Financial Secretary & Treas.  
D. S. Cooper  
1330 S. W. 59 Avenue  
Miami, Florida

August 21, 1963

Minutes of Meeting  
Held 8 P. M., August 21,  
1963  
1400 N. W. 36th Street  
Miami, Florida

Meeting called to order 8 P. M., by D. S. Cooper,  
Chairman of Committee, who opened session thusly:

"This special committee stands convened to  
hear any defense by Ann M. Wright in an-  
swer to charges brought by Brother E. W.  
Pollard as follows:

"I, E. W. Pollard, being a member in  
good standing of Flamingo Lodge 751,

charge that Ann M. Wright, a member of Flamingo Lodge 751, violated Article 2, Section 4 of the Protective Laws of our Brotherhood as set forth and in the stipulated manner as follows.

On or about June 10, 1963, Ann M. Wright did accept and perform work for the strike-bound F.E.C. Railway and did bid on and was assigned to position of Steno-Clerk in the office of the Assistant Freight Traffic Manager, Miami, Florida, as per Bulletin 1963-4, dated June 18, 1963 and signed by F. P. Oldfather, A.F.T.M.

I make this charge in compliance with Article 10, Sec. 2, Statutes for the Government of Lodges.'

As it is clearly evident that defendant Ann M. Wright either refuses or neglects to stand trial as outlined in Article 10, Sec. 3, Page 94 of Statues for Government of Lodges, it is our duty to find said defendant in contempt which report shall be conclusive and punishment expulsion.

Attested: DENVER S. COOPER

D. S. Cooper, Chairman

(Signed) SUSANNA M. MARCHUE

Susanna M. Marchue, Sec'y.

(Signed) K. M. McKINNON

K. M. McKinnon, Recorder



Committeemen:

/s/ R. W. HAYES

/s/ LEO PASWK

— — —

Miami, Florida  
August 8, 1963

Mr. R. W. Hayes, President  
Flamingo Lodge No. 751  
Brotherhood of Railway and Steamship Clerks,  
Freight Handlers, Express and Station Employees

Dear Sir and Brother:

The System Board of Adjustment, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, issued a bulletin dated January 16, 1963 and entitled "Strike Call and Instructions Pertaining to Conduct of Strike" time and date of strike, "Acting pursuant to the Constitution and Laws of our organization, a strike of the employees we represent on the Florida East Coast Railway is hereby called to commence on Wednesday, January 23, 1963, at 6 A. M., Eastern Standard Time." This bulletin is signed by Mr. F. W. Howard, General Chairman and approved by Mr. Geo. M. Harrison, Grand President and Mr. J. D. Bearden, Vice President.

#### Article 2 -Protective Laws-

"Section 4. Any action taken by the Board of Adjustment in conformity with the foregoing Sections of this article shall be law to all mem-

bers in the service of the employer involved, and members not complying therewith shall by subjected to expulsion."

I, E. W. Pollard, being a member in good standing in Flamingo Lodge no. 751, Charge that Miss Anna M. Wright, a member of Flamingo Lodge no. 751, violated Article 2, Section 4, of the Protective Laws of our Brotherhood, as set forth and in the stipulated manner as follows:

On or about June 10, 1963, Miss Anna M. Wright did accept and preform work for the strike-bound Florida East Coast Railway and did bid on and was assigned to Position of Stenographer-Clerk in the office of the Assistant Freight Traffic Manager, Miami, Florida, as per bulletin 1963-4, dated June 18, 1963, and signed by F. P. Oldfather, Assistant Freight Traffic Manager.

I make this charge in compliance with Article 10 Section 2, Statutes for the Government of Lodges.

Article 10 Statutes for the Government of  
Lodges-  
Charges, Trials and Penalties

"Section 2. No member shall be placed on trial for any offence involving a fine, reprimand, suspension (except for nonpayment of dues), or expulsion except that he be first served with specific written charges, given a reasonable time to prepare his defence and afforded a full and fair hearing. Charges Speci-

fyng the offence shall be submitted to the lodge in writing, signed by a member in good standing, and a copy thereof promptly furnished the accused member by the Secretary of the Lodge."

Fraternally yours,

(Signed) E. W. POLLARD  
E. W. Pollard  
Membership card No. 4443

— — —

FLORIDA EAST COAST RAILWAY COMPANY

J. Turner Butler And William A. Hallowes, Trustees  
Freight Traffic Department

300 S. W. 1st Ave., P. O. Box 2985  
Miami 32, Fla.

Please refer to file no.

August 19, 1963

F. P. Oldfather  
Assistant Freight Traffic Manager  
R. E. Bolick  
District Freight Agent  
W. M. Thompson, Jr.  
A. J. Westbrook,  
J. F. Parker,  
Commercial Agent

Mrs. Martiel G. Scanlon, Recording Secretary  
Flamingo Lodge 751

c/o Mr. Denver S. Cooper  
1330 S. W. 59th Avenue  
West Miami, Florida

Dear Mrs. Scanlon:

I have your letter of August 12, 1963, notifying me of charges which were brought against me at the regular meeting of the Lodge on August 8, 1963, those charges being based upon my return to work for the Railway during the period of the strike called by the Clerks' Organization.

Section XII of the Florida Constitution, as amended November 7, 1944, provides that:

"The right of person to work shall not be denied or abridged on account of membership or non-membership in any labor union, or labor organization; . . ."

While I recognize that the Supreme Court of the United States has held that the Railway Labor Act supersedes those portions of any State Laws in conflict therewith, I know of no provision in the Railway Labor Act which prohibits me from working for any company, regardless of whether that company is engaged in a work stoppage or not. Therefore, the 'right to work amendment' of the Florida Constitution governs in this particular case and any action which might be brought against me by the Organization to penalize me for returning to work with the Railway will be in violation thereof and, consequently, illegal and invalid.

Yours very truly,

(Signed) ANNA M. WRIGHT  
Anna M. Wright

DEFENDANT'S EXHIBIT I

Filed: May 27, 1964

BROTHERHOOD OF RAILWAY AND  
STEAMSHIP CLERKS

Freight Handlers, Express and Station Employes  
Florida East Coast Railway  
System Board of Adjustment

Certified Mail

Flamingo Lodge 751  
Financial Secretary & Treas.  
D. S. COOPER  
1330 S.W. 59 Avenue  
Miami, Florida

April 13, 1964  
MRI-751

Anna M. Wright  
P. O. Box 2985  
Miami, Florida

Dear Miss Wright:

Please be advised; your application for reinstatement in the Brotherhood of Railway Clerks, was presented to the Lodge in session at regular meeting April 9, 1964: Also please be advised that said application was voted upon and rejected.

I am returning herein application and your check for reinstate fee.

In accordance with Article 2 Section 4 Page 76 Statutes for the Government of Lodges. (Illegible) nor reapply until a period of three (3) months has elapsed.

Sincerely

(Signed) DENVER S. COOPER

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DEFENDANT'S EXHIBIT L

Filed: May 27, 1964

JOINT PROTECTIVE BOARD -  
FLORIDA EAST COAST RAILWAY  
Brotherhood Railway Carmen of America  
Affiliated With AFL-CIO

Office of R. M. Cooke, General Chairman  
P. O. Box 34 or 1202 Live Oak Street  
New Smyrna Beach, Florida

February 8, 1963

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. R. W. Wyckoff, Assistant Vice President  
and Director of Personnel,  
Florida East Coast Railway Company,  
St. Augustine, Florida

Dear Sir:

From newspaper and radio reports we have learned the the Florida East Coast Railway Company is now advertising certain jobs to our involved crafts (non-operation) and are making calls to these employes to report or return to service with this Railway.

Please be advised that the employes that I represent have withdrawn from the service of the Florida East Coast Railway Company on a legal strike and that such employes are not subject to call for service.

Yours very truly,

(Signed) R. M. COOKE

R. M. Cooke,

General Chairman,

Brotherhood Railway Carmen  
of America

— — —  
St. Augustine, Florida,  
February 12, 1963.

2

Mr. R. M. Cooke, General Chairman,  
Brotherhood of Railway Carmen of America,  
P. O. Box 34,  
New Smyrna Beach, Florida.

Dear Sir:

I have your letter of February 8, 1963, reading as follows:

"From newspaper and radio reports we have learned that certain jobs to our involved crafts (non-operating) and are making calls to these employees to report or return to service with this Railway.

"Please be advised that the employees that I represent have withdrawn from the service of the Florida East Coast Railway Company on a legal strike and that such employees are not subject to call for service."

Several jobs covering work falling within the scope of the schedule Agreement between System Federation No. 69 and the Florida East Coast Railway have been advertised subsequent to 6:00 A.M., January 23, 1963, the time at which work stoppage was begun by employees represented by Eleven Cooperating Railway Labor Organizations. while these bulletins have been issued in accordance with the procedures prescribed by the subject Agreement, no employee is being forced against his desires to resume work on the subject positions.

Yours very truly,

R. W. Wyckoff  
Assistant Vice President and  
Director of Personnel.

RWW-1



II. EXHIBITS EXCLUDED AT HEARING  
OF MAY 26, 27 AND 28, 1964

DEFENDANT'S EXHIBIT T

St. Augustine, Florida

May 18, 1964

2

Mr. F. A. O'Neill, Jr., Chairman  
National Mediation Board  
National Rifle Association Building  
1230 16th Street, N. W.  
Washington 25, D. C.

Dear Mr. O'Neill:

I have your letter of May 14, 1964 in reply to mine of April 21, April 28, and May 5, 1964, directing your attention to the sizeable number of cases involving the Florida East Coast Railway Company and the various Labor Organizations which have been docketed for mediation by the National Mediation Board for extended periods of time but on which no mediator has been assigned to commence active mediation.

In the second paragraph of your letter you state that:

"You can well understand the inability of this Board to conduct meaningful mediation efforts as to those matters which are currently being litigated either by one of the unions concerned or the Department of Justice. However, the Board will assign a mediator to handle all docketed cases wherein compliance with the Railway Labor Act is not in issue."

This statement is typical of the obvious inconsistent

handling by your Board, insofar as the Florida East Coast Railway Company is concerned, ever since the dispute over which the Eleven Non-Operating Labor Organizations went on strike January 23, 1963 was first docketed with your Board. The case docketed as number A-7026 on October 11, 1963, involving cancellation of the Union Shop Agreement with the Brotherhood of Railroad Trainmen, did not become a matter of litigation in the Courts until February 24, 1964. Cases docketed as No. A-7027, cancellation of Union Shop Agreements with various Labor Organizations and A-7055, revision of Working Agreements of various Labor Organizations, were docketed by your Board on October 11, and 31, 1963, respectively and did not become matters of litigation until April 30, 1964. Notwithstanding the extended periods of time which intervened between the dates that these cases were docketed for mediation by your Board and the dates that they became matters of litigation, you have the temerity to use such litigation as an excuse to evade the obvious failure of your Board to discharge its obligations as set forth in Section 5, First of the Railway Labor Act to:

“ . . . promptly put itself in communication with the parties to . . . controversy and . . . use its best efforts by mediation, to bring them to agreement.”

It is also significant to note that although Cases Nos. A-7027 and A-7055 were docketed by your Board on October 11, and 31, 1963, respectively, the Justice Department's action of April 30th was just nine (9) days following my letter of April 21, protesting the dilatory tactics of your Board, and two (2) days following my letter of April 28th, again calling attention to the un-

conscionable delay of your Board and requesting that active mediation be commenced without further delay. This has appearance of more than mere coincidence.

Attention is also directed to the fact that until April 30, 1964 only one (1) dispute was a matter of litigation and, notwithstanding this fact, your Board made no apparent effort to commence active mediation in any of the disputes. Had it done so, it is logical to assume that many of the disputes presently pending, including those which are subjects of litigation, could have been successfully disposed of. Thus, the fact that litigation has ensued on any of these disputes is simply another unfortunate occurrence which must be laid at the doorstep of your Board as a result of its apparent unwillingness to discharge its obligations as a neutral agency in the manner contemplated by previously referred to Section 5, First of the Railway Labor Act.

I am pleased to learn that it is the Board's plan, even though belated, to assign Mediator Frank K. Switzer to cases now standing on the open docket and I assume that these cases will be mediated in the order in which they have been docketed by your Board, in the manner contemplated by the Railway Labor Act, irrespective of whether they are matters of litigation or not, without further attempt at what appears to be a designed effort on the part of your Board to manipulate its functions in such a manner as to pressure the Management of the Railway into a settlement favorable to the Labor Organizations.

Yours sincerely,

(Signed) R. W. WYCKOFF  
Vice President and  
Director of Personnel

RWW/p

cc: Hon. W. Willard Wirtz

bc: Mr. Edward Ball, Chairman of the Board)

bc: Mr. W. L. Thornton, President )

With copy of Mr. O'Neill's

letter of May 14, 1964 attached.

— — —  
NATIONAL MEDIATION BOARD  
WASHINGTON  
20572

OFFICE OF THE CHAIRMAN

May 14, 1964

Mr. R. W. Wyckoff

Assistant Vice President and

Director of Personnel

Florida East Coast Railway Co.

St. Augustine, Florida

Dear Mr. Wyckoff:

Acknowledgment is made of your letters of April 21, April 28, and May 5, 1964, all on the subject of the various cases involving the Florida East Coast Railway Company and certain railway labor organizations which have been docketed by this Board for mediation.

You can well understand the inability of this Board to conduct meaningful mediation efforts as to those matters which are currently being litigated either by one of the unions concerned or the Department of Justice. However, the Board will assign a mediator to handle all docketed cases wherein compliance with the Railway Labor Act is not in issue.

It is the Board's plan to assign Mediator Frank K. Switzer to cases now standing on the open docket to which the above remarks apply, and such assignment will be made in the very near future. We will advise you when Mediator Switzer is assigned to handle these cases.

Very truly yours,

(Signed) FRANCIS A. O'NEILL, JR.  
Francis A. O'Neill, Jr.  
Chairman

cc: Frank K. Switzer

— — —

NATIONAL MEDIATION BOARD  
WASHINGTON

May 11, 1964

Mr. R. W. Wyckoff  
Assistant Vice President and  
Director of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

Dear Mr. Wyckoff:

This will acknowledge your letters of April 21, April 28, and May 5, 1964, all addressed to Chairman Francis A. O'Neill, Jr., of this Board, calling attention to the sizable number of cases involving the Florida East Coast Railway Company and various labor organiza-

tions which have been doctored for mediation for extended periods of time.

We regret very much that an earlier acknowledgment has not been made of these letters. Mr. O'Neill has been engaged practically continuously for the last several weeks in the negotiations concerning the national rules disputes between the various carriers and the operating railway labor organizations.

However, the subject of your letter is under active consideration by the membership of this Board and expect to be in position to advise you definitely on the subject within the next few days.

Very truly yours,

(Signed) E. C. THOMPSON  
E. C. Thompson  
Executive Secretary

cc: Honorable W. Willard Wirtz  
Secretary of Labor

Received May 13, 1964

St. Augustine, Florida  
May 5, 1964

2

Mr. F. A. O'Neill, Jr., Chairman,  
National Mediation Board,  
National Rifle Association Building,  
1230 16th Street, N. W.  
Washington 25, D. C.

Dear Mr. O'Neill:

Further with regard to my letter to you dated April 21, 1964, calling attention to the sizeable number of cases involving the Florida East Coast Railway Company and various Labor Organizations, docketed for mediation by your Board for extended periods of time, but on which you have failed to assign a Mediator to engage in mediation.

To this writing I have not had the courtesy of a reply. Neither have you taken any apparent action to assign a Mediator to engage in active mediation on the involved cases. Section 5, First, of the Railway Labor Act provides that the parties, or either party, to a dispute may invoke the services of the Mediation Board in cases such as are here involved, and that:

“ . . . the said Board shall promptly put itself in communication with the parties to such controversy and shall use its best efforts by mediation, to bring them to agreement.”

Thus, the Railway Labor Act contemplates that the National Mediation Board shall expeditiously handle

all disputes. The record set forth in my letter of April 21, 1964, however conclusively establishes the dilatory tactics of your Board, as well as the sending of a Mediator to the property on cases involving the International Association of Railway Employees docketed since January 1, 1964, and failing to assign a Mediator to engage in mediation of other cases docketed with your Board for considerably longer periods of time in what appears to be a deliberate manipulation of the cases. Therefore, I demand that you either promptly assign a Mediator to commence active mediation on those disputes pending before your Board in the order in which they have been docketed, or terminate the Board's services in these disputes without further delay.

Please let me have your prompt reply.

Yours sincerely,

(Signed) R. W. WYCKOFF

Assistant Vice President and  
Director of Personnel.

RWW-1

cc: Hon. W. Willard Wirtz.

bc: Mr. Edward Ball, Chairman of the Board.

Mr. W. L. Thornton, V. P. and Chief Operating  
Officer.



St. Augustine, Florida

April 28, 1964

2

Mr. F. A. O'Neill, Jr., Chairman,  
National Mediation Board,  
National Rifle Association Building,  
1230 16th Street, N. W.  
Washington 25, D. C.

Dear Mr. O'Neill:

On April 21, 1964 I wrote you concerning the sizeable number of cases involving the Florida East Coast Railway Company and various Labor Organizations which have been docketed for mediation by your Board, many for a considerable period of time, without any action being taken by your Board to assign a mediator to engage in active mediation thereon.

Included in the list of cases was case docketed by your Board as No. A-7056. Although your Board has not notified the Railway that it has closed its file on this case, I forwarded to your Mr. E. C. Thompson, Executive Secretary, copy of my letter of March 9, 1964 to the Organizations involved; namely, General Chairman D. G. Lemmon of the Brotherhood of Locomotive Engineers, General Chairman T. C. Bolin of the Order of Railway Conductors and Brakemen, and General Chairman W. T. Kitt of the Brotherhood of Locomotive Firemen and Enginemen, withdrawing the Railway's notice of September 25, 1963 which was the basis of the dispute. I assume that notification of your Board's removal of this case from its docket will be forthcoming in due course; also that active mediation

in the remaining disputes identified in my letter of April 21, 1964, will not be further delayed by your Board.

Yours very truly,

(Signed) R. W. WYCKOFF  
Assistant Vice President and  
Director of Personnel.

RWW-1

bc: Mr. Edward Ball, Chairman of the Board.

bc: Mr. W. L. Thornton, Vice President and  
Chief Operating Officer.

— — —

St. Augustine, Florida  
April 21, 1964  
2

Mr. F. A. O'Neill, Jr., Chairman  
National Mediation Board  
National Rifle Association Building  
1230 16th Street, N. W.  
Washington 25, D. C.

Dear Mr. O'Neill:

I have recently reviewed the sizeable number of cases involving the Florida East Coast Railway Company and various Labor Organizations which have been docketed for mediation by your Board. These Cases include the following:

<i>Parties</i>	<i>N.M.B. Case No.</i>	<i>Date</i>	<i>Subject</i>
F.E.C.—Railroad Yardmasters of America	A-6682*	4/30/62	Rules
—Railroad Yardmasters of America	A-6804 Sub 4	3/11/63	Rates of pay and fringe benefits.
—Brotherhood of Railroad Signalmen	A-6967 Sub 48	7/02/63	Wage increase.
—International Association of Railway Employees	A-6978	7/19/63	Wor Rules.
—International Association of Machinists	Sub-No. 68	8/19/63	Rules.
—Brotherhood Railway Carmen of America	"	"	"
—Sheet Metal Workers' International Association	"	"	"

NOTE: (\*) Mediation postponed until October 16, 1962 at request of parties.

—International Brotherhood of Boilermakers, Iron Shop Builders, Blacksmiths, Forgers and Helpers	"	"	"	"	"	"
—International Brotherhood of Electrical Workers	"	"	"	"	"	"
—International Brotherhood of Firemen & Oilers, Helpers, Round House and Railway Shop Laborers	"	"	"	"	"	"
F.E.C.—American Train Dispatchers Association	A-7022	10/04/63	Cancellation of Union Shop Agreement			
—Brotherhood of Railroad Trainmen	A-7025	10/11/63	Cancellation of Union Shop Agreement			
—Brotherhood of Railroad Trainmen	A-7026	10/11/63	Cancellation of Union Shop Agreement			

	10/11/63	Cancellation of Union Shop Agreement
—Brotherhood of Railway Carmen of America	A-7027	
—International Association of Machinists	A-7027	"
—International Brotherhood of Electrical Workers	A-7027	"
—Sheet Metal Workers Inter- national Association	A-7027	"
—International Brotherhood of Boilermakers, Iron Ship Builders Blacksmith, Forgers and Helpers	A-7027	"
—International Brotherhood of Firemen & Oilers, Helpers, Round House and Railway Shop Laborers	A-7027	"

—Brotherhood of Railway and Steam- ship Clerks, Freight Handlers, Express and Station Em- ployes	A-7027	"	"	
—Brotherhood of Maintenance of Way Employees	A-7027	"	"	
—The Order of Railroad Telegraphers	A-7027	"	"	
—Brotherhood of Railroad Signalmen	A-7027	"	"	
—American Railway Supervisors Association	A-7027	"	"	
—Railroad Yardmasters of America	A-7027	"	"	
F.E.C.—International Association of Railway Employees	A-7027	10/11/63	Cancellation of Union Shop Agreement.	

—United Transport Service Employees	A-7027	"	"
—Joint Council Dining Car Employees	A-7027	"	"
—Railroad Yardmasters of America	A-7055	10/31/63	Revision of Working Agreement.
—Brotherhood of Railway and Steamship Clerks, Freight, Handlers, Express and Station Employees	A-7055	"	"
—The Order of Railroad Telegraphers	A-7055	"	"
—International Association of Machinists	A-7055	"	"
—International Brotherhood Boilermakers, Iron Ship		"	"
Builders, Blacksmiths, Forgers and Helpers	A-7055	"	"

—Sheet Metal Workers International Association	A-7055	"	"
—International Brotherhood of Electrical Workers	A-7055	"	"
—Brotherhood Railway Carmen of America	A-7055	"	"
—International Brotherhood of Firemen and Oilers	A-7055	"	"
—Brotherhood of Railroad Signalmen	A-7055	"	"
—Brotherhood of Maintenance of Way Employees	A-7055	"	"
—American Train Dispatchers	A-7055	"	"
—The American Railway Supervisors Association	A-7055	"	"
—United Transport Service Employees	A-7055	"	"



—Dining Car Employees' Union, Local 351	A-7055	"	"	
F.E.C.—Brotherhood of Locomotive Engineers	A-7056	10/31/63	Revision of Working Agreements.	
—Brotherhood of Locomotive Firemen & Enginemen	A-7056	"	"	
—Order of Railway Conductors and Brakemen	A-7056	"	"	
—International Association of Railway Employees	A-7093	1/06/64	Revised Working Agreement.	164
—Brotherhood of Locomotive Firemen & Enginemen	A-7103	1/22/64	Wages and fringe benefits.	
—International Association of Railway Employees	A-7120	2/24/64	Promotion Rule	
—International Association of Railway Employees	A-7124	2/54/64	Wage increase and fringe benefits.	

—International Association of Railway Employees	A-7125	2/25/64	Work Rule Change.
—Railway Yardmasters of America	Unknown*	Unknown	Vacation allowance and fringe benefit.
—Railroad Yardmasters of America	Unknown*	Unknown	Rates of Pay and fringe benefits.

NOTE:—(\*) Statement of Railway's position requested by N.M.B., but no further advice received as to docketing of case.

It can be observed, the number of cases docketed for mediation with your Board on this property is sizeable. Many of these cases have been docketed for a considerable period of time without any action being taken by your Board to assign a Mediator to engage in active mediation thereon.

As you know, there presently is in effect on this property a work stoppage called by certain Non-Operating Labor Organizations. That work stoppage had as its origin a demand for increased wages and a rule which would require six (6) months advance notice before abolishing a position. Obviously, before any agreement could be achieved on the demands over which the work stoppage began, all other pending Notices, both by the Organizations and the Railway, would have to be settled. Therefore, the failure of your Board to sign a Mediator to engage in active mediation of the pending disputes can have but one effect — namely, prolonging the present dispute with the Non-Operating Labor Organizations. It seems most unusual that your Board would send a Mediator to the property in cases involving the International Association of Railway Employees, some of which were Mediator to engage in mediation of cases which have been docketed with your Board for a longer period of time, unless this is simply another example of what appears to be an attempt on the part of your Board to manipulate its functions in a manner designed to pressure the Management of the Railway into a settlement favorable to the labor organizations.

Your early reply will be appreciated.

Sincerely yours,

**R. W. WYCKOFF**  
Assistant Vice President and  
Director of Personnel

RWW/p

cc: Hon. W. Willard Wirtz  
bc: Mr. Edward Ball, Chairman of the Board  
bc: Mr. W. L. Thornton, Vice President and  
Chief Operating Officer.

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**III. EXHIBITS OFFERED AND ADMITTED AT  
HEARING OF NOVEMBER 30, DECEMBER 1  
AND 2, 1964**

**DEFENDANT'S EXHIBIT No. BB**

**Filed: Nov 30, 1964**

**(Table on next page)**



## DEFENDANT'S EXHIBIT FF

Filed: Dec 1, 1964

Robert W. McDougall, President — General Chairman  
 4631 Post Street  
 Jacksonville, Florida 32005

Samuel F. Cotton, Vice-President  
 220 Jacquelyn Drive  
 Portsmouth, Virginia

Jasper W. Smoak, Secretary-Treasurer  
 180 N. W. 45th Street  
 Miami, Florida 33127

DISTRICT LODGE No. 16

INTERNATIONAL ASSOCIATION  
OF MACHINISTS

Jacksonville Terminal Co.  
 Affiliated Lodges

1	7	8	10	23	257	570	659
680	816	1272	2000	2005	2013		

November 10, 1964

Mr. V. G. Swindull, General Foreman  
 Florida East Coast Railway Company  
 St. Augustine, Florida

Dear Sir:

This will acknowledge receipt of copies of bulletins

addressed to employes we represent inviting bids on certain described positions.

The employes we represent have been instructed not to respond to these bulletins since they are engaged in a legal, authorized strike against your company.

Very truly yours,

(Signed) R. W. McDOUGALL  
R. W. McDougall  
General Chairman

— — —

JOINT PROTECTIVE BOARD —  
FLORIDA EAST COAST RAILWAY

Brotherhood Railway Carmen of America  
Affiliated With AFL-CIO  
Office of R. M. COOKE, General Chairman  
P. O. Box 34 or 1202 Live Oak Street

New Smyrna Beach, Florida

November 9, 1964

General Foreman, W. W. Albury,  
Florida East Coast Railway Company  
Miami, Florida

General Car Foreman H. W. Roton,  
Florida East Coast Railway Company  
Ned Smyrna Beach, Florida

Shop Superintendent I. E. Smith,  
Florida East Coast Railway Company  
New Smyrna Beach, Florida

General Car Foreman O. A. McFarland,  
Florida East Coast Railway Company  
Bowden, Florida

Dear Sir:

This will acknowledge receipt of copies of bulletins addressed to employes we represent, inviting bids on certain described positions.

The employes we represent have been instructed not to respond to these bulletins since they are engaged in a legal, authorized strike against your company.

Yours very truly,

(Signed) R. M. COOKE  
R. M. Cooke,  
General Chairman

cc:

Mr. Michael Fox, President,  
Railway Employes' Department

Received: Nov. 10, 1964



JOINT PROTECTIVE BOARD —  
FLORIDA EAST COAST RAILWAY  
Brotherhood Railway Carmen of America  
Affiliated With AFL-CIO  
Office of R. M. COOKE, General Chairman  
P. O. Box 34 or 1202 Live Oak Street  
New Smyrna Beach, Florida

November 9, 1964

General Foreman W. W. Albury,  
Florida East Coast Railway Company  
Miami, Florida

General Car Foreman H. W. Roton,  
Florida East Coast Railway Company  
New Smyrna Beach, Florida

Shop Superintendent I. E. Smith,  
Florida East Coast Railway Company  
New Smyrna Beach, Florida

General Car Foreman O. A. McFarland,  
Florida East Coast Railway Company  
Bowden, Florida

Dear Sir:

This will acknowledge receipt of copies of bulletins addressed to employes we represent, inviting bids on certain described positions.

The employees we represent have been instructed not to respond to these bulletins since they are engaged in a legal, authorized strike against your company.

Yours very truly,

(Signed) R. M. COOKE  
R. M. Cooke,  
General Chairman

cc:

Mr. Michael Fox, President  
Railway Employees' Department

Received: Nov. 11, 1964

— — —

BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS

Freight Handlers, Express and Station Employees

FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT

General Chairman  
W. F. HOWARD  
1019 Colombo Street  
Jacksonville, Florida

General Secretary-Treasurer  
FRANCES K. DUBOSE  
1735 Parkwood Street  
Jacksonville, Florida  
November 6, 1964  
2-2

Mr. L. H. Hargrove, Freight Claim Agent,  
Florida East Coast Railway Company,  
St. Augustine, Florida.

Dear Sir:

I am in receipt of copies of Bulletins Nos. AD-63 and AD-64, addressed to Clerks and Other Office Employees.

Please be advised that inasmuch as our Organization is participating in a legally authorized strike against the Florida East Coast Railway Company these employees have been instructed by our Organization not to bid or make application on these bulletins at this time.

Yours very truly,

(Signed) W. F. HOWARD  
General Chairman

WFH:MHH

**BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS**

**Freight Handler, Express and Station Employes  
FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT**

**General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida**

**General Secretary-Treasurer  
Frances K. DuBose  
1735 Parkwood Street  
Jacksonville, Florida**

**November 6, 1964  
2-4**

**Mr. K. E. Williams, Commercial Agent,  
Florida East Coast Railway Company,  
Fort Lauderdale, Florida.**

**Dear Sir:**

**I am in receipt of copy of Bulletin No. FT-17, addressed to Clerks and Other Office and Station Employees.**

**Please be advised that inasmuch as our Organization is participating in a legally authorized strike against the Florida East Coast Railway Company**

these employees have been instructed by our Organization not to bid or make application on this bulletin at this time.

Yours very truly,

(Signed) M. B. HOWARD  
General Chairman.

WFH:MHH

-- -- --  
**BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS**

**Freight Handlers, Express and Station Employees  
FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT**

**General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida**

**General Secretary-Treasurer  
Frances K. DuBose  
1735 Parkwood Street  
November 6, 1964  
2-2**

**Mr. I. H. Cooper,  
Auditor Freight & Passenger Accounts,  
Florida East Coast Railway Company,  
St. Augustine, Florida.**

Dear Sir:

I am in receipt of copies of Bulletins Nos. AD-54, AD-55, AD-56, AD-57, AD-58, AD-59, AD-60, AD-65 and AD-67.

Please be advised that inasmuch as our Organization is participating in a legally authorized strike against the Florida East Coast Railway Company Clerks and Other Office and Station Employes have been instructed by our Organization not to bid or make application on these bulletins at this time.

Yours very truly,

(Signed) M. B. HOWARD  
General Chairman.

WFH:MHH

**BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS**

**Freight Handlers, Express and Station Employees**

**FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT**

**General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida**

**General Secretary-Treasurer  
Frances K. DuBose  
1735 Parkwood Street  
Jacksonville, Florida**

**November 6, 1964  
2-2**

**Mr. L. W. Flynt, Manager of Stores,  
Florida East Coast Railway Company,  
St. Augustine, Florida.**

**Dear Sir:**

**I am in receipt of copy of your Bulletin No. SD-57**

**Please be advised that inasmuch as our Organization is participating in a legally authorized strike against the Florida East Coast Railway Company, clerical and other office and station employees have**

been instructed by our Organization not to bid or  
make application on this bulletin at this time.

Yours very truly,

(Signed) M. B. HOWARD  
General Chairman.

WFH:MHH

— — —

**BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS**

**Freight Handlers, Express and Station Employees**

**FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT**

General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida

General Secretary-Treasurer  
Frances K. DuBose  
1735 Parkwood Street  
Jacksonville, Florida

November 6, 1964  
2-3

Mr. E. H. McLaughlin, Jr., Trainmaster,  
Florida East Coast Railway Company,  
New Smyrna Beach, Florida.



Dear Sir:

I am in receipt of copies of Bulletins Nos. 84-CL, 94-CL, 95-CL, 95-CL Corrected, 96-CL and 97-CL, addressed to Clerks and Other Office and Station Employees.

Please be advised that inasmuch as our Organization is participating in a legally authorized strike against the Florida East Coast Railway Company these employees have been instructed by our Organization not to bid or make application on these bulletins at this time.

Yours very truly

(Signed) M. B. HOWARD  
General Chairman.

WFH:MHH

Received: Nov. 8, 1964

**BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS**

**Freight Handlers, Express and Station Employees**

**FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT**

**General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida**

**General Secretary-Treasurer  
Frances K. DuBose  
1735 Parkwood Street  
Jacksonville, Florida**

**November 6, 1964  
2-2**

**Mr. R. W. Wyckoff,  
Vice President & Director of Personnel,  
Florida East Coast Railway Company,  
St. Augustine, Florida.**

**Dear Sir:**

**I am in receipt of copy of Bulletin No. PD-3, addressed to Clerks and Other Office and Station Employees.**

**Please be advised that inasmuch as our Organization is participating in a legally authorized strike**

against the Florida East Coast Railway Company these employes have been instructed by our Organization not to bid or make application on these bulletins at this time.

Yours very truly,

(Signed) M. B. HOWARD  
General Chairman.

WFH:MHH

— — —

BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS

Freight Handlers, Express and Station Employes

FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT

General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida

General Secretary-Treasurer  
Frances K. DuBose  
1735 Parkwood Street  
Jacksonville, Florida

November 6, 1964  
2-2

Mr. C. D. Meitin, Asst. Freight Traffic Manager,  
Florida East Coast Railway Company,  
St. Augustine, Florida.

Dear Sir:

I am in receipt of your Bulletin No. FT-14, addressed  
to Clerks and Other Office and Station Employees.

Please be advised that inasmuch as our Organization  
is participating in a legally authorized strike  
against the Florida East Coast Railway Company  
these employees have been instructed by our Organization  
not to bid or make application on this bulletin at  
this time.

Yours very truly,

(Signed) M. B. HOWARD  
General Chairman.

WFH:MHH

**BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS**

**Freight Handlers, Express and Station Employees**

**FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT**

**General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida**

**General Secretary-Treasurer  
Frances K. DuBose  
1735 Parkwood Street  
Jacksonville, Florida**

**November 6, 1964  
2-2**

**Mr. L. C. Westbrook, General Freight Agent,  
Florida East Coast Railway Company,  
St. Augustine, Florida.**

**Dear Sir:**

**I am in receipt of copies of Bulletins Nos. FT-15 and  
FT-16, addressed to Clerks and Other Office and Sta-  
tion Employees.**

**Please be advised that inasmuch as our Organiza-  
tion is participating in a legally authorized strike**

against the Florida East Coast Railway Company these employees have been instructed by our Organization not to bid or make application on these bulletins at this time.

Yours very truly,

(Signed) M. B. HOWARD  
General Chairman.

WFH:-MHH

— — —

**BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES**

Affiliated with the American Federation of Labor  
and Trades and Labor Congress of Canada

**SEABOARD FEDERATION**

office of  
General Chairman  
Phone ELgin 4-5107  
November 6, 1964

C. L. Winstead  
General Chairman

R. O. Morris  
Vice Chairman

Room 502 - 218 West Church Street  
Jacksonville, Florida 32202  
File:

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Mr. E. R. Frederick  
Engineer Bridges and Buildings  
Florida East Coast Railway Company  
St. Augustine, Florida

Dear Sir:

This will acknowledge receipt of copies of Bulletins addressed to employees we represent inviting bids on certain described positions.

The employees we represent have been instructed not to respond to these Bulletins since they are engaged in a legal, authorized strike against your company.

Very truly yours,

(Signed) C. L. WINSTEAD  
C. L. Winstead  
General Chairman

CLW:ey

cc: Mr. H. C. Crotty  
Mr. J. H. Hadley  
Mr. J. C. Goodson  
Mr. C. A. Beaver

**BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES**

**Affiliated with the American Federation of Labor  
and Trades and Labor Congress of Canada**

**SEABOARD FEDERATION  
office of  
General Chairman  
Phone ELgin 4-5107**

**November 6, 1964**

**C. L. Winstead  
General Chairman**

**R. O. Morris  
Vice Chairman**

**Room 502 - 218 West Church Street  
Jacksonville, Florida 32202  
File:**

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

**Mr. R. H. Tedrick, Roadmaster  
Florida East Coast Railway Company  
St. Augustine, Florida**

**Dear Sir:**

**This will acknowledge receipt of copies of Bulletins  
addressed to employees we represent inviting bids on  
certain described positions.**



The employees we represent have been instructed not to respond to these Bulletins since they are engaged in a legal, authorized strike against your company.

Very truly yours,

(Signed) C. L. WINSTEAD  
C. L. Winstead  
General Chairman

CLW:ey

cc: Mr. H. C. Crotty  
Mr. J. H. Hadley  
Mr. J. C. Goodson  
Mr. C. A. Beaver

Received Nov. 9, 1964.

— — —

THE ORDER OF RAILROAD TELEGRAPHERS  
FLORIDA EAST COAST RAILWAY  
SYSTEM DIVISION No. 87

I. E. HAMILTON, General Chairman

725 Canal Street  
New Smyrna Beach, Florida 32069  
November 6, 1964

Mr. E. H. Hall  
Chief Train Dispatcher  
Florida East Coast Railway Company  
New Smyrna Beach, Florida

Dear Sir:

This will acknowledge receipt of copies of bulletins addressed to employees we represent inviting bids on certain described positions.

Employees we represent have been instructed not to respond to these bulletins since they are engaged in a legal authorized strike against your Company.

Very truly yours,

(Signed) I. E. HAMILTON  
General Chairman

Recieved Nov. 9, 1964

— — —

INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS  
LOCAL No. 888  
Miami, Florida

Nov. 10, 1964  
18 Poinciana Ave.  
St. Augustine, Fla. 32084

Mr. J. M. White, Jr., General Diesel Foreman

Florida East Coast Railway Company  
Bowden, Florida

Dear Sir:

This will acknowledge receipt of copies of bulletins addressed to employes we represent inviting bids on certain described positions.

The employes we represent have been instructed not to respond to these bulletins since they are engaged in a legal, authorized strike against your company.

Very truly yours,

(Signed) C. A. DUPONT  
C. A. DuPont  
Pres. & Gen. Chairman  
Local No. 888, I. B. E. W.

— — —

Received Nov. 12, 1964

BROTHERHOOD OF  
RAILROAD SIGNALMEN  
OF AMERICA

Daytona Beach, Florida  
November 9, 1964

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Lodge No. 66

Mr. H. E. Webb,  
Superintendent Communications & Signals,  
Florida East Coast Railway Company,  
Saint Augustine, Florida.

Dear Sir:

This will acknowledge receipt of copies of bulletins addressed to employes we represent inviting bids on certain described positions.

The employes we represent have been instructed not to respond to these bulletins since they are engaged in a legal authorized strike against your company.

Very truly yours,

(Signed) J. E. DUBBERLY,  
J. E. Dubberly,  
General Chairman, B of R. S.,  
Local 66  
P. O. Box 6083  
Daytona Beach, Florida

cc: Jesse Clark, Pres. BofRS  
T. H. Gregg V-Pres. B of R S  
C. J. Chamberlain, Sec-Treas., BofRS  
W. B. O'Connell GLR BofRS

Received Nov. 12, 1964

## DEFENDANT'S EXHIBIT GG

Filed: Dec. 1, 1964

## INDIVIDUAL REFUSALS TO REPORT FOR DUTY

Official Addressed				Employee
L. W. Flynt	Form	Notice	11/21	Harry Alexander
I. H. Cooper	"	"	11/21	R. S. Bowe
W. G. Dailey	"	"	11/13	J. A. Howard
G. E. Gatchell	"	"	11/12	C. L. Barnes
I. H. Cooper	"	"	11/12	R. F. Pellicer
I. H. Cooper	"	"	11/12	G. S. Mangus
E. H. McLaughlin, Jr.	Letter		11/12	W. F. Howard
L. C. Westbrook	Form	Notice	11/12	P. B. Triay
L. C. Westbrook	"	"	11/12	Cecelia C. Harder
E. H. McLaughlin, Jr.	Letter		11/14	James H. Bailey
E. H. McLaughlin, Jr.	"		11/13	W. F. Wood
I. H. Cooper	Form	Notice	11/13	S. D. Pinkham
I. H. Cooper	"	"	11/13	T. Q. Brallier
I. H. Cooper	"	"	11/13	Annie S. Watson
L. H. Hargrove	"	"	11/13	W. W. Clifton
L. H. Hargrove	"	"	11/12	Alice G. Whaley
I. H. Cooper	"	"	11/13	J. H. Bradshaw
I. H. Cooper	"	"	11/13	B. A. Smith, Jr.
E. G. Hood	"	"	11/15	Wanna P. Wilson
I. H. Cooper	Letter		11/16	Carrie M. English
E. H. McLaughlin, Jr.	"		11/16	T. J. Truett
W. G. Dailey	Form	Notice	11/13	C. W. Autrey
L. C. Westbrook	"	"	11/13	C. T. Lucas, Jr.
R. F. Stack	"	"	11/16	J. B. Kitchens

18 Madeira Drive  
St. Augustine, Florida.  
November 21, 1964

Mr. L. W. Flynt, Manager of Stores  
Florida East Coast Railway Co.  
St. Augustine, Florida

Dear Sir:

This will acknowledge receipt of your award bulletin of November 20, 1964, #SD-59, awarding me position of Addressograph Opr, Position No. 8 advertised in your Bulletin No. SD-58, dated November 12, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) HARRY ALEXANDER  
Harry Alexander

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464676

Received Nov. 24, 1964

St. Augustine, Florida.  
November 12, 1964

Mr. I. H. Cooper  
Auditor Freight & Passenger Accounts  
Florida East Coast Railway Co.  
St. Augustine, Florida

Dear Sir:

This will acknowledge receipt of your award bulletin of Nov. 10, 1964, awarding me position of Rate and Division Clerk advertised in your Bulletin No. AD-65 dated Nov. 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,  
R. S. Bowe  
P. O. Box #4  
Belle Chase, Louisiana

cc: Mr. W. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
119 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464665

St. Augustine, Florida  
12 Willow Drive  
November 13, 1964

Mr. W. G. Dailey, Auditor of Disbursements  
Florida East Coast Railway Company  
200 Malaga Street  
St. Augustine, Florida

This will acknowledge receipt of your award bulletin of November 10, 1964 61-a, awarding me position of Accountant Miscellaneous Clerk advertised in your Bulletin No. 61 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) J. A. HOWARD  
J. A. Howard

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Cmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464667.

Received Nov. 17, 1964



St. Augustine, Florida.  
November 12, 1964

Mr. G. E. Gatchell  
Manager-Machine Accounting  
Florida East Coast Railway Company  
St. Augustine, Florida.

This will acknowledge receipt of your award bulletin of November 11, 1964, awarding me position of Accounting Machine Operator (Pos. No. 91) advertised in your Bulletin No. AD 66-AD 66-A dated November 3, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) C. L. BARNES  
C. L. Barnes  
26 McMillan Street  
St. Augustine, Fla.

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464666.

St. Augustine, Florida.  
November 12, 1964.

Mr. I. H. Cooper,  
Auditor Freight & Passenger Accounts.  
St. Augustine, Florida.

Dear Sir:

This will acknowledge receipt of your award bulletin of November 10, 1964 # AD-57-A, awarding me position of Overcharge Claim Investigator Rate & Division Clerk #87 advertised in your Bulletin No. AD 57 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) R. F. PELLICER  
R. F. Pellicer,  
1 Highland Manor,  
St. Augustine, Florida.

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464707.

— — —

St. Augustine, Florida.  
November 12, 1946

Mr. I. H. Cooper  
Auditor Freight & Passenger Accounts  
Florida East Coast Railway Co.  
St. Augustine, Florida

Dear Sir:

This will acknowledge receipt of your award bulletin of November 10, 1964, #AD-56-A, awarding me position of Position No. 86, Accounts Clerk advertised in your Bulletin No. AD-56 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) G. S. MANGUS  
Mr. G. S. Mangus  
25 Leonardi Street  
St. Augustine, Florida

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464706.

— — —

BROTHERHOOD OF RAILWAY AND STEAMSHIP  
CLERKS, FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYEES

Florida East Coast Railway  
System Board of Adjustment

General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida

Vice General Chairman and  
General Secretary-Treasurer  
Frances K. Dubose  
1735 Parkwood Street  
Jacksonville, Florida

November 12, 1964

Mr. E. H. McLaughlin, Jr., Trainmaster,  
Florida East Coast Railway Company,  
New Smyrna Beach, Florida.

Dear Sir:

I have your Bulletin No. 113-CL, dated November 11, 1964, awarding Northern Zone Assignment No. 2 to me, and your letter of the same date, without file number, asking me to report to Chief Medical Examiner at Jacksonville on Monday, November 16, 1964, and to report for my assignment on Wednesday, November 18, 1964.

I am on a legally authorized strike under the Railway Labor Act and I cannot report for duty so long as the strike is on.

Your very truly,

(Signed) W. F. HOWARD  
W. F. Howard,  
1019 Colombo Street,  
Jacksonville, Fla. 32207

cc: Mr. R. W. Wyckoff,  
Vice President & Director of Personnel,  
Florida East Coast Railway Company,  
St. Augustine, Florida.

cc: Mr. J. S. Kellett, District Chairman.

St. Augustine, Florida.

November 12, 1964

Mr. L. C. Westbrook, GFA  
Florida East Coast Railway Co.  
St. Augustine, Florida

Dear Sir:

This will acknowledge receipt of your award bulletin of November 10, 1964, #FT-19, awarding me position of Quotation Clerk advertised in your Bulletin No. FT-15 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) P. B. TRIAY  
P. B. Triay  
111 Coronado Street  
St. Augustine, Florida

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464704.

Received Nov. 13, 1964

— — —

St. Augustine, Florida.  
November 12, 1964

Mr. L. C. Westbrook, GFA  
Florida East Coast Railway Co.  
St. Augustine, Florida

Dear Sir:

This will acknowledge receipt of your award bulletin of November 11, 1964, #FT-20, awarding me position of Stenographer advertised in your Bulletin No. FT-16 dated November 3, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) CECELIA C. HARDEMAN

(Mrs.)

Cecelia C. Hardeman  
P. O. Box 1301  
St. Augustine, Florida

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhod of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464705.

Received Nov. 16, 1964

— — —

Jacksonville, Florida  
Nov. 14th, 1964

Mr. E. H. McLaughlin, Jr.  
Trainmaster F. E. C. Rwy.  
New Smyrna Beach, Fla.

Dear Sir:

As I am on legal authorized strike against the Florida East Coast Railway Company under the Railway Labor Act, I will be unable to report for duty as Teller-Accountant-Stenographer at Jacksonville Freight Agency, Wednesday, November 18, 1964 as per your Bulletin No. 114-CL dated Nov. 11, 1964, until such time as the strike is duly settled.

Yours respectfully,

(Signed) JAMES H. BAILEY

Copies: Mr. Wyckhoff  
Mr. Howard

Received Nov. 16, 1964



2041 Camden Ave.  
Jacksonville, Fla.  
November 13, 1964

Mr. E. H. McLaughlin, Jr.,  
Trainmaster,  
New Smyrna Beach, Fla.

Replying to your letter of November 11, 1964, without file number, with reference to my assignment to Position No. 5, Chief Bill Clerk, Jacksonville Agency your bulletin No. 115-CL.

Account on being on legally authorized strike, I will be unable to protect this assignment.

(Signed) W. F. WOOD  
W. F. Wood

cc: Mr. W. F. Howard

Received Nov. 16, 1964

— — —

St. Augustine, Florida.  
5 Ponce de Leon Avenue  
November 13, 1964

Mr. I. H. Cooper, AF&PA  
Florida East Coast Railway Company  
200 Malaga Street  
St. Augustine, Florida

This will acknowledge receipt of your award bulletin

of November 10, 1964 #AD58A, awarding me position of Head Refrigeration Clerk advertised in your Bulletin No. AD-58 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) S. D. PINKHAM  
S. D. Pinkham

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464662.

St. Augustine, Florida.  
26 Riberia Street  
November 13, 1964

Mr. I. H. Cooper, AF&PA  
Florida East Coast Railway Company  
200 Malaga Street  
St. Augustine, Florida

This will acknowledge receipt of your award bulletin of November 10, 1964 No. AD-60-A awarding me position of Abstract Machine Operator-Clerk advertised in your Bulletin No. AD-60 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) T. Q. BRALLIER  
T. Q. Brallier

cc: Mr. W. F. Howard, Gen. Chm.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464661.

St. Augustine, Florida.  
10 Alfred Street  
November 13, 1964

Mr. I. H. Cooper, AF&PA  
Florida East Coast Railway Company  
200 Malaga Street  
St. Augustine, Florida

This will acknowledge receipt of your award bulletin of November 10, 1964 AD 59-A, awarding me position of Clerk, File Clerk & Calculating Mch. Opr. advertised in your Bulletin No. AD-59 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty, as long as the strike is on.

Sincerely yours,

(Signed) ANNIE S. WATSON  
Annie S. Watson

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464663.

St. Augustine, Florida.  
P. O. Box 822  
November 13, 1964

Mr. L. H. Hargrove, Frt. Claim Agt.  
Florida East Coast Railway Company  
200 Malaga Street  
St. Augustine, Florida

This will acknowledge receipt of your award bulletin of November 10, 1964 AD63A, awarding me position of Claim Clerk advertised in your Bulletin No. AD-63 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) W. W. CLIFTON  
W. W. Clifton

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464669.

St. Augustine, Florida.  
November 12, 1964

Mr. L. H. Hargrove,  
Freight Claim Agent,  
St. Augustine, Florida.

Dear Sir:

This will acknowledge receipt of your bulletin of November 10, 1964 #AD-63-A, awarding me position of Claim Investigator #77 advertised in your Bulletin No. AD-63 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) ALICE G. WHALEY  
Mrs. Alice G. Whaley  
P. O. Box 994,  
St. Augustine, Fla.

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464664

St. Augustine, Florida,  
RFD #1 Box 403-L  
November 13, 1964

Mr. I. H. Cooper, AF&PA  
Florida East Coast Railway Company  
200 Malaga Street  
St. Augustine, Florida

This will acknowledge receipt of your award bulletin of November 10, 1964 #AD-55-A, awarding me position of Assistant Head Rate and Division Clerk advertised in your Bulletin No. AD-55 dated November 2, 1964 in accordance with Clerk's Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) J. H. BRADSHAW  
J. H. Bradshaw

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464672

St. Augustine, Florida.  
33 St. George Street  
November 13, 1964

Mr. I. H. Cooper, AF&PA  
Florida East Coast Railway Company  
200 Malaga Street  
St. Augustine, Florida

This will acknowledge receipt of your award bulletin of November 10, 1964 #AD-54-A, awarding me the position of Suspense Accounts Clk., Interline & Agy. Accts. Bureau advertised in your Bulletin No. AD-54 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) B. A. SMITH, JR.  
B. A. Smith, Jr.

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464670



27 Bayview Drive  
St. Augustine, Florida  
November 15, 1964

Mr. E. G. Hood  
Car Accountant  
Florida East Coast Railway Co.  
St. Augustine, Fla.

This will acknowledge receipt of your award bulletin of November 13, 1964 #AD-68-A, awarding me the position of Per Diem Clerk Car Record Office advertised in your Bulletin No. AD-68 dated November 5, 1964 in accordance with the Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) WANNA P. WILSON  
Wanna P. Wilson  
27 Bayview Drive  
St. Augustine, Fla.

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

**CERTIFIED LETTER NO. 464674**

207 West 40th Street  
Jacksonville, Florida  
November 16, 1964

Mr. I. H. Cooper, Auditor of Freight & Passenger  
Accounts  
Florida East Coast Railway Company  
St. Augustine, Fla.

Dear Mr. Cooper:

I have your Bulletin No. AD-67-A assigning me to position of Rate Revising Clerk, No. 92, and your letter of November 12, 1964, instructing me to report of physical examination on November 16, 1964.

I am on a legally authorized strike, under the Railway Labor Act, and cannot report for duty so long as the strike is on.

Yours very truly,

(Signed) CARRIE M. ENGLISH  
Carrie M. English

cc: Mr. W. F. Howard  
Mr. J. S. Kellett

Received Nov. 17, 1964

658 Chestnut Drive,  
Jacksonville, Florida,  
November 16, 1964.

Mr. E. H. McLaughlin, Jr.,  
Trainmaster,  
Florida East Coast Railway,  
New Smyrna Beach, Florida.

Referring to your Bulletin No. 111-C1 of November 11, 1964 assigning me to Clerk Position No. 2 at Melbourne Agency.

As I, along with other employees of my craft, am on a legally authorized strike against the Railway, I will be unable to protect this assignment.

It is noted that I am again receiving correspondence from the officers of the Railway at my old address. My new address above was furnished the former Superintendent in accordance with Clerks' Agreement, and I hold his receipt for same.

(Signed) T. J. TRUETT  
T. J. Truett,  
Clerk.

cc: Mr. W. F. Howard  
Mr. R. W. Wyckoff

Received Nov. 17, 1964

St. Augustine, Florida.  
81 Douglas Street  
November 13, 1964

Mr. W. G. Daly, Auditor of Disbursements  
Florida East Coast Railway Company  
200 Malaga Street  
St. Augustine, Florida

This will acknowledge receipt of your award bulletin of November 10, 1964 #62-A, awarding me position of Chief Time Clerk - Assistant Accountant advertised in your Bulletin No. 62 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty, as long as the strike is on.

Sincerely yours,

(Signed) C. W. AUTREY  
C. W. Autrey

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464671.

Received Nov. 17, 1964

St. Augustine, Florida,  
November 13, 1964

Mr. L. C. Westbrook, General Frt. Agt.  
Florida East Coast Railway Company  
200 Malaga Street  
St. Augustine, Florida

This will acknowledge receipt of your award bulletin of November 10, 1964 FT-18, awarding me position of Rate Clerk advertised in your Bulletin No. FT-14 dated November 2, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) C. T. LUCAS, JR.  
C. T. Lucas, Jr.  
C. T. Lucas, Jr.  
P. O. Box 55  
St. Augustine, Fla.

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464673.

Received Nov. 18, 1964

— — —

St. Augustine, Florida.  
November 16, 1964

R. F. Stack, Trainmaster  
Florida East Coast Ry. Co.  
Miami, Florida.

This will acknowledge receipt of your award bulletin of November 13, Bulletin No. 116-CL, awarding me position of Seasonal Position No. 3, Utility Clerk, Belle Glade-Chosen advertised in your Bulletin No. 98-CL, dated November 5, 1964 in accordance with Clerk's Agreement Rule 19.

This is to inform you that I am on a legally authorized strike under the Railway Labor Act and the Railway has been so notified, therefore, I cannot report for duty as long as the strike is on.

Sincerely yours,

(Signed) J. B. KITCHENS  
J. B. Kitchens  
33 Hope St.,  
St. Augustine, Fla.

cc: Mr. W. F. Howard, Gen. Chmn.  
Brotherhood of Railway Clerks  
1019 Colombo Street,  
Jacksonville, Florida.

Mr. F. A. Huici, Dist. Chmn.  
Brotherhood of Railway Clerks  
132 San Marco Avenue  
St. Augustine, Florida.

CERTIFIED LETTER NO. 464675

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DEFENDANT'S EXHIBIT No. HH


Filed: Dec 1, 1964

Homestead, Florida  
November 18th 1964

Mr. E. H. Hall  
Chief Train Dispatcher  
Florida East Coast Railway  
New Smyrna Beach, Florida

Dear Sir:

I am now able and ready to go back to work but on account having to cross the Union Picket Line where I would be working I'm afraid that I will to decline until the Picket Lines are removed.



Yours Very Truly

(Signed) R. S. SPITZ

R. S. Spitz

Opr.

# DEFENDANT'S EXHIBIT II

Filed: Dec 1, 1934

## EMPLOYMENT SINCE STRIKE\*

	Applicants	Selected		Hired		Failed To Report	
		Non-Ops	Ops	Non-Ops	Ops	Non-Ops	Ops
Jan. 1963	-	-	-	-	-	-	-
Feb.	8	-	-	-	-	-	-
March	14	2	-	1	-	-	-
April	40	20	2	17	2	-	-
May	93	31	5	30	5	-	-
June	207	48	59	41	45	3	9
July	248	84	61	61	47	8	4
August	421	164	62	109	34	6	5
Sept.	318	133	65	90	45	5	4
Oct.	315	109	60	66	35	3	6
Nov.	111	39	10	35	6	1	1
Dec.	260	143	24	92	15	3	2
TOTAL 1963	2035	773	348	542	233	29	31



Jan. 1964	242	82	24	63	13	1	-
Feb.	51	28	1	23	1	1	-
March	103	49	17	41	10	1	1
April	133	42	28	22	20	1	3
May	93	32	5	32	4	4	-
June	77	31	-	20	-	-	-
July	107	63	3	31	3	6	-
Aug.	82	47	-	18	-	4	-
Sept.	102	60	26	28	14	2	1
Oct.	132	40	16	30	14	-	-
TOTAL 10 MONTHS 1964	1122	474	120	308	79	20	5
TOTAL 1963 10 MONTHS 1964	3157	1247	468	850	312	49	36

\* — Does not include employees who had previously worked for FEC.

DEFENDANT'S EXHIBIT JJ

Filed: Dec 1, 1964

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida,  
November 5, 1964

Mr. W. J. Sasser,  
Freight Claims Office.

Dear Sir:

When the Railroad resumed operations after the strike, it was necessary, because of the shortage of personnel and the variety of eligibility requirements for holiday pay, to incorporate the holiday pay allowance into the hourly rate. For like reasons, the Railroad, where rates varied for the same job at different points, instituted a single rate for the job which rate was, for the most part, higher than the prior rate paid.

In order to comply fully with the Order of the United States District Court for the Middle District of Florida, Jacksonville Division, in the Non-Ops case, Civil Action No. 64-107-Civ.-J, the Railroad is reinstating the rates of pay as embodied in the collective bargaining agreements of the various non-operating organizations as they existed prior to January 23, 1963. This means that the holiday pay allowance will be removed from your hourly rate and if your rate was one of those for which an average rate was established, it will also be adjusted in strict accord with the applicable collective bargaining agreement. Rules and working conditions

as they existed prior to January 23, 1963, will also be reinstated and maintained. Beginning Friday, 13, November, 1964, your hourly rate, starting time, etc., will be as follows:

<i>TITLE</i>	<i>RATE</i>
Claim Clerk	\$2.6072 per hour

**ASSIGNMENT**

DAILY, except Saturday, Sunday and specified holidays

8:00 AM to 12:00 Noon

1:00 PM to 5:00 PM

Meal Period

12:00 Noon - 1:00 PM

Yours very truly,

L. H. Hargrove  
Freight Claim Agent

BCopies to:  
Mr. R. W. Wyckoff

**DEFENDANT'S EXHIBIT KK**

**Filed: Dec. 2, 1964**

**FLORIDA EAST COAST RAILWAY COMPANY**

**St. Augustine, Florida**

**January 3, 1963**

**BULLETIN NO. 1**

Bids will be received for a period of seven (7) calendar days from date, or until Midnight, January 10, 1963, for one (1) MACHINIST in the Miller Shop Locomotive Department.

This job created account E. R. Osborne transferring in the service.

Working hours are from 7:00 A.M. to 12:00 Noon; 12:30 P. M. to 3:30 P. M., Monday through Friday, except when holidays fall within the assignment.

(Signed) J. D. MAYS

J. D. Mays

General Diesel Foreman

pc

Copies to: Messrs. W. A. Baker

R. W. McDougall

W. Z. Wells

**BV NSB BOW Car and Locomotive Departments**

**Received: Jan. 4, 1963**

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida  
December 24, 1962

*BULLETIN NO. 12*

Bids will be received for a period of seven (7) calendar days from date, or until Midnight, December 31, 1962, for one (1) MACHINIST in the Miller Shop Locomotive Department.

This job created account R. A. McMullen resigning from the service to make application for railroad annuity.

Working hours are from 7:00 A. M. to 12:00 Noon; 12:30 P. M. to 3:30 P. M., Monday through Friday, except when holidays fall within the assignment.

(Signed) J. D. MAYS  
J. D. Mays  
General Diesel Foreman

pc

Copies to: Messrs. W. A. Baker  
R. W. McDougall  
W. Z. Wells

BV NSB BOW Car and Locomotive Departments

Received: Dec. 26, 1962

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida  
May 17, 1962

*BULLETIN NO. 10*

Bids will be received for a period of seven (7) calendar days from date, or until Midnight, May 24, 1962, for one (1) MACHINIST HELPER in the Miller Shop Locomotive Department.

This job created due to Otties Barnes transferring in the service.

Working hours are from 7:00 A. M. to 12:00 Noon; 12:30 P. M. to 3:30 P. M., Monday through Friday, except when holidays fall within the assignment.

(Signed) J. D. MAYS  
J. D. Mays  
General Diesel Foreman

pc

Copies to: Messrs. W. A. Baker  
R. W. McDougall  
W. Z. Wells

BV NSB Bow Car and Locomotive Departments

Received May 18, 1962

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida

May 9, 1962

*BULLETIN NO. 9*

Bids will be received for a period of seven (7) calendar days from date, or until Midnight, May 16, 1962, for one (1) MACHINIST HELPER in the Miller Shops Locomotive Department.

This job created due to J. W. Thomas transferring in the service.

Working hours are from 7:00 A. M. to 12:00 Noon; 12:30 P. M. to 3:30 P. M., Monday through Friday, except when holidays fall within the assignment.

(Signed) J. D. MAYS

J. D. Mays

General Diesel Foreman

pc

Copies to: Messrs. W. A. Baker  
R. W. McDougall  
W. Z. Wells

BV NSB BOW Car and Locomotive Departments

Received May 10, 1962

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida  
March 29, 1962

**BULLETIN NO. 8**

Bids will be received for a period of seven (7) calendar days from date, or until Midnight, April 4, 1962, for one (1) MACHINIST in the Miller Shops Locomotive Department.

This job created account V. G. Swindull transferring to position of Wheel Shop Foreman.

Working hours are from 7:00 A. M. to 12:00 Noon; 12:30 P. M. to 3:30 P. M., Monday through Friday, except when holidays fall within the assignment.

(Signed) J. D. MAYS  
J. D. Mays  
General Diesel Foreman

pc

Copies to: Messrs. W. A. Baker  
R. W. McDougall  
W. Z. Wells

BV NSB BOW Car and Locomotive Departments

Received March 30, 1962



FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida

May 24, 1961

**BULLETIN NO. 8**

Bids will be received for a period of seven (7) calendar days from date, or until Midnight, May 31, 1961, for one (1) ELECTRICIAN HELPER at Miller Shops, effective June 2, 1961. This is a new job.

Working hours are from 7:00 A. M. to 12:00 Noon; 12:30 P. M. to 3:30 P. M., Monday through Friday, except when holidays fall within the assignment.

(Signed) J. D. MAYS

J. D. Mays

General Diesel Foreman

pc

Copies to: Messrs. W. A. Baker  
R. A. Hooker  
C. A. DuPont

JS LL JES HWR OAM

Received May 25, 1961

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida  
June 15, 1961

*BULLETIN NO. 10*

Bids will be received for a period of seven (7) calendar days from date, or until Midnight, June 22, 1961, for one (1) MACHINIST-DIFFERENTIAL at Miller Shops.

This is a temporary vacancy, created due to illness of V. G. Swindull.

Probable duration: Ninety (90) days.

Working hours are from 7:00 A. M. to 12:00 Noon; 12:30 P. M. to 3:30 P. M., Monday through Friday, except when holidays fall within the assignment.

(Signed) J. D. MAYS  
J. D. Mays  
General Diesel Foreman

pc

Copies to: VP & CMO  
Messrs. L. A. Haley  
W. Z. Wells

JS LL JES HWR OAM

Received June 16, 1961

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida  
March 14, 1962

**BULLETIN NO. 7**

Bids will be received for a period of seven (7) calendar days from date, or until Midnight, March 21, 1962, for one (1) MACHINIST in the Miller Shops Locomotive Department.

This job created account W. H. Smith resigning from the service to make application for railroad annuity.

Working hours are from 7:00 A. M. to 12:00 Noon; 12:30 P. M. to 3:30 P. M., Monday through Friday, except when holidays fall within the assignment.

(Signed) J. D. MAYS  
J. D. Mays  
General Diesel Foreman

pc

Copies to: Messrs. W. A. Baker  
R. W. McDougall  
W. Z. Wells

BV NSB BOW Car and Locomotive Departments

Received March 15, 1962

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida  
March 20, 1962

**BULLETIN NO. 42**

**ALL SUPERVISORS:**

Bids will be received for seven calendar days from date for the following position at Miller Shops:

One (1) Wheel Shop Foreman      \$626.28 per month

Hours of Service: 7:00 A. M. to 12:00 Noon and  
12:30 P. M. to 3:30 P. M., daily except  
Saturdays and Sundays.

This vacancy created account C. T. Shepherd, Wheel Shop Foreman, relinquishing his rights as foreman due to reasons of health.

Effective date: March 29, 1962.

(Signed) J. D. MAYS  
J. D. Mays  
General Diesel Foreman

pc

Copies to: Chief Mechanical Officer  
Mr. C. W. Puckett  
Mr. B. F. Gardner

Bowden Loco. and Car Depts.  
New Smyrna Beach Loco. and Car Depts.  
Buena Vista

Received March 21, 1962

## DEFENDANT'S EXHIBIT LL

Filed: Dec. 2, 1964

St. Augustine, Florida  
July 16, 1962.

2

Mr. R. M. Cooke, President,  
System Federation No. 69,  
Railway Employees Department, A.F.L.-C.I.O.,  
P. O. Box 34,  
New Smyrna Beach, Florida.

Dear Sir:

I have your letter of July 7, 1962, captioned "Re: 1961 Wage-Rules Movement, Florida East Coast Railway Company", reading in pertinent part as follows:

"Since all of the Railroads of the Southeastern Group, except the Florida East Coast Railway Company, have applied the increases in wages provided for in the June 5, 1962 Chicago Agreement, it appears to us that there should be no further need for conferences with Carrier on this item. It now has become a simple matter of compliance, on the part of the Florida East Coast Railway Company, with the provisions of Rule #46 (a) of the Federated Agreement, which reads as follows:

'Rule 46. Fixing Rates of Pay.

(a) The Railway will, in the future, maintain rates of pay equal to those

generally paid in the Southeastern Territory.'

"Please advise us at your earliest convenience as to the Railway's intentions concerning the application of Rule #46(a), with reference to the wages now being paid in the Southeastern Territory."

A review of the average hourly earnings in the Southeastern Territory of employees in outside industry, as well as those on other Railroads, fails to lend any support to your request and, therefore, there is no change to be made in the decision that I rendered you in my letter of September 29, 1961, with respect to your rate increase proposal.

Yours very truly,

Original Signed by  
R. W. Wyckoff  
Assistant Vice President and  
Director of Personnel.

RWW-h

cc: Mr. R. W. McDougall  
Mr. T. B. Steadman  
Mr. R. L. Lanier  
Mr. C. A. DuPont  
Mr. J. L. Christian.

bc: Mr. W. L. Thornton (Personal) With copy of Mr. Cooke's letter attached.

FLORIDA EAST COAST RAILWAY  
SYSTEM FEDERATION NO. 69

RAILWAY EMPLOYEES' DEPARTMENT  
AFFILIATED WITH AFL-CIO

Office of Director of Personnel  
Fla. East Coast Railway Co.

Executive Board  
R. M. Cooke  
P. O. Box 34  
New Smyrna Beach, Fla.

R. W. McDougall  
4631 Post St.  
Jacksonville 5, Fla.

R. L. Lanier  
1658 Lakewood Road  
Jacksonville 7, Fla.

T. B. Steadman  
158 Cleveland Park Drive  
Spartanburg, S. C.

R. A. Hooker  
1468 N. W. 37th St.  
Miami, Fla.

J. L. Christian  
209 N. 78th St., Apt. 3  
Birmingham 6, Ala.

R. M. Cooke  
President  
P. O. Box 34  
New Smyrna Beach, Fla.

R. L. Lanier  
Vice-President  
1658 Lakewood Road  
Jacksonville 7, Fla.

R. W. McDougall  
Secretary-Treasurer  
4631 Post St.  
Jacksonville 5, Fla.

**Affiliated Organizations**

**Brotherhood Railway Car-  
men of America**

**International Association  
of Machinists**

**Sheet Metal Workers'  
International Association**

**International Brotherhood  
of Boilermakers, Iron  
Ship Builders, Black-  
smiths, Forgers and  
Helpers**

**International Brotherhood  
of Electrical Workers**



International Brotherhood  
of Firemen, Oilers,  
Helpers, Roundhouse  
and Railway Shop  
Laborers

(UNION LABEL)

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

P. O. Box 34  
New Smyrna Beach, Florida  
July 7, 1962

Re: 1961 Wage-Rules Movement,  
Florida East Coast Railway  
Company

Mr. R. W. Wyckoff, Director of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

Dear Sir:

With reference to your letter of June 29, 1962, addressed to Mr. W. F. Howard, General Chairman of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, copy of which you furnished to each of the General Chairmen of the Shop Crafts Organizations comprising System Federation No. 69.

Since all of the Railroads of the Southeastern Group, except the Florida East Coast Railway Company, have applied the increases in wages provided for in the June 5, 1962 Chicago Agreement, it appears to us

that there should be no further need for conferences with Carrier on this item. It now has become a simple matter of compliance, on the part of the Florida East Coast Railway Company, with the provisions of Rule #46 (a) of the Federated Agreement, which reads as follows:

“Rule 46. Fixing Rates of Pay.

(a) The Railway will, in the future, maintain rates of pay equal to those generally paid in the Southeastern Territory.”

Please advise us at your earliest convenience as to the Railway's intentions concerning the application of Rule No. 46 (a), with reference to the wages now being paid in the Southeastern Territory.

Yours very truly,

(Signed) R. M. COOKE  
R. M. Cooke, President  
System Federation No. 69

cc:

Mr. R. W. McDougall  
Mr. T. B. Steadman  
Mr. R. L. Lanier  
Mr. C. A. DuPont  
Mr. J. L. Christian

Received July 9, 1962

DEFENDANT'S EXHIBIT No. 00

12/2/64

TO SUPPLEMENT PLAINTIFF'S EXHIBIT 4C

NON-OPS

1954

August 21, 1954

AGREEMENTS

applicable to

"NON-OPERATING" EMPLOYEE GROUPS

except Dining Car Employees

represented by

Fifteen Cooperating Railway Labor Organizations  
covering

1. THIRD WEEK OF VACATION  
and other revisions of vacation agreement
2. PAID HOLIDAYS
3. OTHER RULES CHANGES
4. HEALTH AND WELFARE PLAN PRINCIPLES

---

applicable to

DINING CAR EMPLOYEES

represented by

Hotel & Restaurant Employees and Bartenders  
International Union

covering

1. DISCONTINUANCE OF COST-OF-LIVING ESCALATION
2. WAGE INCREASE - 5c PER HOUR
3. THIRD WEEK OF VACATION
4. PAYMENT TO WIDOW IN LIEU OF VACATION

—  
Chicago, Illinois

— — —  
AGREEMENT

This agreement made this 21st day of August, 1954, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employees of such carriers shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Fifteen Cooperating Railway Labor Organizations.

**WITNESSETH:**

WHEREAS, on or about May 22, 1953 certain proposals were served on the carriers parties hereto by the organizations parties hereto on behalf of employees represented by such organizations; and,

WHEREAS, within thirty days following May 22, 1953 certain proposals on behalf of certain of the car-

riers parties hereto were served on certain of the employees of said carriers represented by the organizations parties hereto; and,

WHEREAS, a hearing was conducted by a Presidential Emergency Board (No. 106) and said Board on May 15, 1954 filed its report together with its findings and recommendations with the President of the United States:

*NOW THEREFORE IT IS AGREED:*

### *EMPLOYEES' PROPOSALS*

#### *ARTICLE I - VACATIONS*

Section 1. Article 1 of the Vacation Agreement of December 17, 1941 is hereby amended to read as follows:

(a) Effective with the calendar year 1954, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred thirty-three (133) days during the preceding calendar year.

(b) Effective with the calendar year 1954, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 133

days (151 days in 1949 and 160 days in each of such years prior to 1949) and in each of five (5) of such years not necessarily consecutive.

(c) Effective with the calendar year 1954, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has fifteen or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years not necessarily consecutive.

(d) Paragraphs (a), (b) and (c) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two or three work weeks.

(e) Service rendered under agreements between a carrier and one or more of the Nonoperating Organizations parties to the General Agreement of August 21, 1954 of which this Article is a part, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(f) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury on the job shall be included in computing days of compensated service and years of continuous service for vaca-

tion qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than five (5) years of service; a maximum of twenty (20) such days for an employee with five (5) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

(g) In instances where employees have performed seven (7) months' service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(h) An employee who is laid off and who has no seniority date and no rights to accumulate seniority, who renders compensated service, before layoff, on not less than one hundred thirty-three (133) days in a calendar year and who returns to service, in the following year, for the same carrier, in the same seniority district where he would have accumulated seniority had his rights so permitted, will be granted a vacation in the year of his return after the performance, in such year, of compensated service of not less than sixty (60) days. This paragraph creates no obligation to re-hire such employee after his layoff.

**Section 2.** Article 2 of the Vacation Agreement of December 17, 1941 is hereby amended to read as follows:

2. Subject to the provisions of Section 1 hereof as to qualifications for each year, effective with the calendar year 1954 annual vacations with pay of seven and one-half and ten consecutive work days will be granted to the following employees, after two and three years of continuous service respectively:

(a) The following described employees if represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this Agreement shall be construed to also include the occupations hereafter named — Agents and assistant agents; traveling auditors, traveling freight claim agents and adjusters, traveling time adjusters or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, station masters and assistant station masters; supervisors and assistant supervisors; baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen; fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers; checkers, tallymen, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stockkeepers, counter-men, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.



(2) Other office and station employees which classification shall include the occupations hereafter named by whatever payroll title designated, but no others; Gang foremen other than those paid on differential hourly or tonnage basis; office boys, messengers and chore boys; train announcers; gatemen, train and engine crew callers; telephone switchboard operators; elevator operators; matrons and watchmen in office buildings; operators of office or station equipment devices or appliances such as those for duplicating letters and statements, perforating papers, adjusting dictating machine cylinders, numbering claims and other papers; employees engaged in assorting, checking or filing tickets, waybills, claims, pay and time checks, car movements, per diem or other checks, freight claims, dray tickets, requisitions, tickets or waybills against reports; employees engaged exclusively in gathering and distributing or delivering mail.

(b) Employees represented by The Order of Railroad Telegraphers, except custodians, caretakers, and small non-telegraph agents.

(c) Paragraphs (a) and (b) hereof, shall be construed to grant to weekly and monthly rated employees whose rates contemplate more than five (5) days of service each week, one and one-half or two weeks of vacation.

*Section 3.* When, during an employee's vacation period, any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven

holidays enumerated above, falls on what would be a work day of an employee's regularly assigned work week, such day shall be considered as a work day of the period for which the employee is entitled to vacation.

*Section 4.* Effective January 1, 1955, Article 5 of the Vacation Agreement of December 17, 1941 is hereby amended by adding the following:

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

*Section 5.* Article 8 of the Vacation Agreement of December 17, 1941 is hereby amended by adding the following:

Effective with the year 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, or in the year of his death, or both, dies before receiving such vacation, or vacations, or payment in lieu thereof, payment of the allowance for such vacation or vacations shall be made to his surviving widow, or in the absence of a surviving widow, on behalf of a dependent minor child or children, if any.

**Section 6.** Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

**Section 7.** Article 15 of the Vacation Agreement of December 17, 1941 is modified to read as follows:

This agreement shall be effective as of January 1, 1954 and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1954, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1955 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30)

days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, Amended.

## ARTICLE II - HOLIDAYS

*Section 1.* Effective May 1, 1954, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day	Christmas
Fourth of July	

*Note:* This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above-enumerated holidays.

*Section 2(a).* Monthly rates, the hourly rates of which are predicated upon  $169\frac{1}{3}$  hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to

establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

*Section 2(b).* All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(a) shall receive a corresponding adjustment.

*Section 3.* An employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of an employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

**Section 4.** Provisions in existing agreements with respect to holidays in excess of the seven holidays referred to in Section 1 hereof, shall continue to be applied without change.

**Section 5.** Nothing in this rule shall be construed to change existing rules and practices thereunder governing the payment for work performed by an employee on a holiday.

### ARTICLE III - HEALTH AND WELFARE BENEFITS

The "Health and Welfare Proposal" will be disposed of in conformity with the terms of the Memorandum dated at Chicago, Illinois, August 21, 1954.

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### CARRIERS' PROPOSALS

#### ARTICLE IV — CARRIERS' PROPOSAL NO. 6

*Eliminate existing rules, regulations, interpretations or practices, however established, which restrict the right of a Carrier to require furloughed employees to perform extra and relief work*

This proposal is disposed of by adoption of the following:

1. The Carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph 2 hereof their de-

sire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

2. Furloughed employees desiring to be considered available to perform such extra and relief work will notify the proper officer of the Carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A furloughed employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier officer, with copy to the local chairman. If such employee should again desire to be considered available for such service notice to that effect — as outlined hereinabove — must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

3. Furloughed employees who have indicated their desire to participate in such extra and relief work will be called in seniority order for this service. Where



extra lists are maintained under the rules of the applicable agreement such employees will be placed on the extra list in seniority order and used in accordance with the rules of the agreement.

*Note 1:* In the application of this rule to employees who are represented by the organizations affiliated with the Railway Employees Department, A.F. of L., it shall not apply to extra work.

*Note 2:* Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this agreement.

*Note 3:* Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954.

#### ARTICLE V — CARRIERS' PROPOSAL NO. 7

*Establish a rule or amend existing rules so as to provide time limits for presenting and progressing claims or grievances*

This proposal is disposed of by adoption of the following:



The following rule shall become effective January 1, 1955:

1. All claims or grievances arising on or after January 1, 1955 shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60-day period for either a decision or appeal, up to and in-

cluding the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

2. With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pur-

suant to paragraphs (b) and (c) of Section 1 of this rule the claims and grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (c) of Section 1 hereof before the claim or grievance is barred.

3. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

4. This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

5. This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

6. This rule shall not apply to requests for leniency.

#### ARTICLE VI — CARRIERS' PROPOSAL NO. 11

*Establish a rule or amend existing rules to provide that in the event of a strike or emergency affecting the operations or business of the Carrier, no advance notice shall be necessary to abolish positions or make force reductions.*

This proposal is disposed of by adoption of the following:

Rules, agreements or practices, however established, that require more than sixteen hours advance notice before abolishing positions or making force reductions are hereby modified so as not to require more than sixteen hours such advance notice under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954.

**ARTICLE VII — CARRIERS' PROPOSAL NO. 23**

*Establish a rule or amend existing rules so as to permit the Carriers to require mechanics who are on duty, at points or on shifts where mechanics of all crafts are not on duty, to perform the work contained in the classification of work rules of a craft or class that does not at the time have a mechanic on duty*

This proposal is disposed of by adoption of the following:

At points where there is not sufficient work to justify employing a mechanic of each craft the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954.

**ARTICLE VIII — CARRIERS' PROPOSAL NO. 24**

*Establish a rule or amend existing rules to recognize the Carriers' rights to assign clerical duties to telegraph service employees and to assign communication duties to clerical employees*

This proposal is disposed of with the understanding that present rules and practices are undisturbed.

## ARTICLE IX

This agreement is subject to approval of the Courts with respect to Carrier in the hands of Receivers or Trustees.

## ARTICLE X

The dispute involving employees represented by the Hotel and Restaurant Employees and Bartenders International Union is disposed of by a separate agreement dated August 21, 1954.

## ARTICLE XI — EFFECT OF THIS AGREEMENT

This agreement is in settlement of the dispute growing out of notice served on the carriers listed in Exhibits A, B and C on or about May 22, 1953 and the notices served by certain of the carriers on certain of the employees represented by the organizations listed in Exhibits A, B and C as hereinbefore referred to, and shall be construed as a separate agreement by and on behalf of each of said carriers and its said employees; until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILLINOIS, THIS 21ST DAY OF AUGUST, 1954.

For the participating carriers  
listed in Exhibit A:

(Signed) J. W. Oram  
Chairman

(Signed) FRANK J. SYBIL  
Vice Chairman

(Signed) ILLEGIBLE

(Signed) ILLEGIBLE

(Signed) H. E. JONES

(Signed) E. B. PERRY

(Signed) G. C. WHITE

For the participating carriers  
listed in Exhibit B:

(Signed) D. P. LOOMIS  
Chairman

(Signed) J. E. WOOLFE  
Vice Chairman

(Signed) E. J. CONNORS

(Signed) T. SHORT

(Signed) ILLEGIBLE

For the participating carriers  
listed in Exhibit C:

(Signed) FRED A. BURROUGHS  
Chairman

(Signed) ILLEGIBLE  
Vice Chairman

(Signed) B. B. BRYANT

(Signed) T. K. DAY, JR.

Exhibits A B and C are attached to the general agreement signed at Chicago, Illinois, this date.

Employes' National  
Conference Committee,  
Fifteen Operation  
Railway Labor  
Organizations:

(Signed) G. E. LEIGHTY  
Chairman

Railway Employes'  
Department, A.F. of L.

(Signed) ILLEGIBLE  
President  
International Association of  
Machinists.

(Signed) EARL MELTON  
General Vice President

International Brotherhood of  
Boilermakers, Iron Ship  
Builders, Blacksmiths,  
Forgers and Helpers.

(Signed) W. A. CALVIN  
International President

(Signed) CHAS. E. GOODLIN  
Int. Representative —  
(Boilermakers)



Blacksmiths —  
 Railroad Division  
 (Signed) GEORGE F. BARNA  
 Int. Representative —  
 (Blacksmiths)

Sheet Metal Workers'  
 International Association.  
 (Signed) C. D. BRUNS  
 General Vice President

International Brotherhood of  
 Electrical Workers  
 (Signed) J. J. DUFFEY  
 International Vice President  
 Brotherhood Railway Carmen  
 of America.

(Signed) IRVIN BARNEY  
 General President

(Signed) A. J. BERNHARDT  
 Asst. General President

International Brotherhood of  
 Firemen, Oilers, Helpers,  
 Roundhouse and Railway  
 Shop Laborers.  
 (Signed) ANTHONY S. MATZ  
 President

Brotherhood of Railway and  
 Steamship Clerks, Freight  
 Handlers, Express and Station  
 Employes.  
 (Signed) J. E. M. HARRISON  
 Grand President

Brotherhood of Maintenance  
of Way Employes.

(Signed) T. C. CARROLL  
President

The Order of Railroad  
Telegraphers

(Signed) T. E. LEIGHTY  
President

Brotherhood of Railroad  
Signalmen of America

(Signed) JESSE CLARK  
President

National Organization,  
Masters, Mates and Pilots of  
America.

(Signed) R. W. BAILEY  
National Secretary-Treasurer

National Marine Engineers'  
Beneficial Association

(Signed) H. L. DAGGETT  
National President

International Longshoremen's  
Association

(Signed) EUGENE MURPHY  
International Representative

Hotel & Restaurant  
Employees and Bartenders  
International Union.

(Signed) EDWARD MILLER

R.W.S.

General President

**INTERVENERS' EXHIBIT No. 1**

**Filed: Dec. 1, 1964**

**FLORIDA EAST COAST RAILWAY COMPANY  
MECHANICAL DEPARTMENT**

**New Smyrna Beach, Florida  
November 27, 1964**

**BULLETIN NO. MD-381.**

**TO CARMEN:**

Bids will be accepted for seven (7) calendar days from date for the following job:

**FIRST SHIFT: 8:00 A. M. to 4:30 P. M., less 30 minutes meal period.**

**JOB NO.**

NSL-406  
Air Brakeman

**LOCATION**

New Smyrna Beach  
Locomotive Shop

**REST DAYS**

Saturday and  
Sunday.

**DUTIES**

Repair and test  
locomotive and car air  
brake equipment.

**I. E. Smith,  
Shop Superintendent.**

Cys: General Supt. Motive Power  
 Mr. R. M. Cooke, General Chairman  
 Mr. J. A. Cleland, Local Chairman  
 Bowden Locomotive and Car  
 Miller Shops Locomotive  
 New Smyrna Beach Locomotive and Car  
 Buena Vista-Hialeah Locomotive and Car

— — —

# FLORIDA EAST COAST RAILWAY COMPANY

New Smyrna Beach, Florida  
 April 13, 1962

## BULLETIN NO. 64-A

### TO CARMEN

Referring to my Bulletin No. 64 dated April 5th, 1962 advertising the following TEMPORARY JOB, probable duration 90 days account C. E. Capes off sick. Bids have been received and job is awarded as follows:

**FIRST SHIFT:** 7:00 A. M. to 3:00 P.M.

**GROUP #1**

**JOB NO.**

5

**LOCATION**

Repair Track

**REST DAYS**

Sat. & Sun.

**DUTIES**

Car

Repairing

**AWARDED**  
**S. A. SHEETS**

— — —  
**BULLETIN NO. 65**

Bids will be received for a period of Seven (7) calendar days from date for the following TEMPORARY job working at New Smyrna Beach Car Department account S. A. Sheets transferring to a Temporary job.

**FIRST SHIFT - 7:00 AM to 3:00 PM**

**GROUP NO. 2**

<b>JOB NO.</b>	<b>LOCATION</b>
25	Repair Track
<b>REST DAYS</b>	<b>DUTIES</b>
Mon. & Tues.	Welding

(Signed) H. W. ROTON  
H. W. ROTON  
GENERAL CAR FOREMAN

Copies: Mr. W. A. Baker  
Car & Loco. Depts: Bowden  
Loco Depts: Miller Shops NSBeach  
Buena Vista Motive Power and Car  
Mr. R. M. Cooke - Gen. Chairman  
Local Chairman  
WPBeach

IV. EXHIBITS EXCLUDED AT HEARINGS OF  
NOVEMBER 30, DECEMBER 1 AND 2, 1964

DEFENDANT'S EXHIBIT W

THE ORDER OF RAILROAD TELEGRAPHERS  
Florida East Coast Railway  
System Division No. 87

B. C. Forte, General Chairman  
P. O. Box 876  
Melbourne, Florida

H. A. Owen, Local Chairman  
P. O. Box 311  
East Palatka, Florida

E. A. Armistead, Gen. Sec. &  
Treas.  
811 Craig St.  
New Smyrna Beach, Florida

Mrs. Eva O. Ezell, Local  
Chairman  
3066 N.W. 29th St.  
Miami, Florida

New Smyrna Beach Fla.  
Jan. 28, 1964

Mr. K. L. O'Connell  
802 Lewis Drive  
Daytona Beach Fla.

Dear Mr. O'Connell:

I am returning, herewith, your check in the amount of \$8.00 recently proffered for payment of your 1964 ORT dues.

Because of your behavior in continuing to work for the Florida East Coast Railway in any capacity during the strike, we can no longer consider you as a member nor accept your dues.

We have photos of you performing switching duties and it is reported that you also worked as signalman's helper or anything they called on you to do to prevent any of your ex-Brothers from ever working for the Fla East Coast Rwy. again.

Yours truly,

(Signed) E. A. ARMISTEAD  
E. A. Armistead  
Gen. Secy. and Treas.

cc: G. E. Leighty  
President

E. M. Mosier  
Grand Sec. and Treas.

O. C. Jones  
Vice President

I. E. Hamilton  
General Chairman

J. C. Ricard  
J. L. Rowell  
District Chairmen

**DEFENDANT'S EXHIBIT X**

**THE ORDER OF RAILROAD TELEGRAPHERS  
Florida East Coast Railway  
System Division No. 87**

**B. C. Forte, General Chairman  
P. O. Box 876  
Melbourne, Florida**

**H. A. Owen, Local Chairman  
P. O. Box 311  
East Palatka, Florida**

**E. A. Armistead, Gen. Sec. &  
Treas.  
811 Craig St.  
New Smyrna Beach, Florida**

**Mrs. Eva O. Ezell, Local  
Chairman  
3066 N.W. 29th St.  
Miami, Florida**

**New Smyrna Beach, Fla.  
Feb. 8, 1964**

**Mr. C. C. Dempsey, Jr.,  
650 S. W. 2nd. Avenue  
Boynton Beach, Fla.**



Dear Mr. Dempsey:

I am returning herewith, your check in the amount of \$30.00 received for payment of your 1964 dues.

Because of your behavior in returning to work, thereby doing whatever you could to see that your ex-Brothers would not be able to return to work for the Fla East Coast Railway, we are unable to consider you as a member or to accept your dues.

Yours truly,

(Signed) E. A. ARMISTEAD  
E. A. Armistead  
Gen. Secy. and Treas.

cc:

Mr. G. E. Leighty  
President

Mr. E. M. Mosier  
Grand Secy. and Treas.

Mr. O. C. Jones  
Vice President

Mr. I. E. Hamilton  
General Chairman

Mr. J. L. Rowell  
Mr. J. C. Ricard  
District Chairmen

**DEFENDANT'S EXHIBIT Y**

404 N.W. 19 Street  
Miami 36, Florida  
November 12, 1964

J. G. Smith  
Local Chairman BRC of A.  
Victory Lodge No. 384  
6408 N.W. 24th Avenue

Dear Sir,

I am presently employed by the FEC Railway Company as a carman helper and would like to become a union member. Please furnish the necessary application blanks and advise the cost of initiation and monthly dues. My address is:

P. N. Oliver  
404 N. W. 19th Street  
Miami, 36, Florida

Respectfully yours,

(Signed) P. N. OLIVER

Received: Nov. 18, 1964

October 27, 1964

**CERTIFIED MAIL — RETURN RECEIPT  
REQUESTED**

Mr. C. L. Winstead, Chairman  
Maintenance of Way Employees  
The 218 W. Church Street Bldg.  
Room 205  
Jacksonville, Florida

Dear Sir:

Please send applications for membership in the Brotherhood of Maintenance of Way Union to the undersigned in care of Mr. J. M. Wolfe, Chief Engineer, Florida East Coast Railroad, St. Augustine, Florida.

Twelve (12) applications will be needed with any information that may be necessary.

Yours very truly,

(Signed) F. H. CONRAD JR.  
F. H. Conrad, Foreman, Ex.  
Gang No. 2

(Signed) A. HAMILTON  
A. Hamilton, Ex. Gang No. 2

(Signed) H. L. BRANT  
H. L. Brant, Ex. Gang No. 2

(Signed) H. LEONARD  
H. Leonard, Ex. Gang No. 2

- (Signed) E. BETTS  
E. Betts, Ex. Gang No. 2
- (Signed) L. W. ELLIS  
L. W. Ellise, Ex. Gang No. 2
- (Signed) J. HARGRAY  
J. Hargray, Ex. Gang No. 2
- (Signed) R. DUNBAR JR.  
R. Dunbar, Jr., Ex. Gang  
No. 2
- (Signed) J. H. WIMBERLY  
J. H. Wimberly, Ex. Gang  
No. 2
- (Signed) OSSIE WHITE  
O. White, Jr., Ex. Gang No. 2
- (Signed) BILLY L. ALMOND  
B. L. Almond, Ex. Gang No. 2
- (Signed) J. H. BURTON  
J. H. Burton, Jr., Ex Gang  
No. 2

CC: Mr. J. M. Wolfe  
Mr. F. H. Conrad, Jr.

C. T. Brame  
857 W. 33 Street  
Hialeah, Fla.  
Nov. 11, 1964

Mr. J. T. Jaillette  
Financial Secretary  
I.B.E.W. NO. 888  
St. Augustine, Fla.

Dear Sir:

This is a request for a membership form that I will complete and return to you for membership in your local I.B.E.W. No. 888. Upon return of this form please quote initiation fee and monthly dues as a B.A. member.

I am now employed as an electrician for the Florida East Coast Railroad at the Hialeah Yards.

Yours Truly

(Signed) C. T. BRAME  
C. T. Brame

CC: Mr. R. W. Wycoff, Personnel Director  
F.E.C.R.R. St. Augustine, Fla.

Mr. Wycoff: As information to you, this letter was sent by Registered Mail Registry No. 522538 dated Nov. 12, 1964.

Received: Nov. 14, 1964

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Nov. 14, 1964

Mr. J. T. Gillett  
Financial Secretary  
Local 888, I.B.E.W.  
St. Augustine, Fla.

Dear Sir:

I would appreciate your sending me an application for a "B" Membership Card and information concerning same, in order to join your union.

Respectfully yours,  
(Signed) A. J. MURPHY  
A. J. Murphy

cc: Mr. R. W. Wycoff  
Personal Director  
F.E.C. R.R.  
St. Augustine, Fla.

Received: Nov. 17, 1964

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7200 N. W. So. Riv. Dr.  
Medley, Florida Lot 207

October 31, 1964

H. L. Smith, Financial Sec.  
329 N. E. 163rd St.  
Miami, Florida

Dear Sir:

This is my application for membership into the Brotherhood of Railway Carmen of America. I am presently employed by the Florida East Coast Railway in the capacity of carman. Enclosed you will find a bank draft in the amount of nineteen dollars; fifteen of which is for the initiation fee and four for the first month's dues. If this is incorrect, please notify me. Thank you.

Sincerely,

C. B. Stutz

Received Nov. 17, 1964

FLORIDA EAST COAST RAILWAY COMPANY  
15801 N.W. 38st. Opa Locka, Fla.

November 14, 1964

H.L. Smith Financial Sec.  
329 N.E. 103rd St.

Dear Sir:

This is my application for membership into the Brotherhood of Railway Carmen of America. I am presently employed by the Florida East Coast Railway in the capacity of Carman App. 2nd Class. Enclosed you will find a blank draft in the amount of nineteen dollars, fifteen of which is for the initiation fee and four for the first month's dues. If this is incorrect, please notify me. Thank you.

Sincerely,

(Signed) A. H. HEIL JR.

Received: Nov. 17, 1964



313 St. George Street  
St. Augustine, Florida

November 4, 1964

*CERTIFIED — RETURN RECEIPT REQUESTED*

**Mr. T. Q. Brailer, Treasurer**  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailer:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Yours very truly,

(Signed) GERALDINE L. CAPELLA  
Geraldine L. Capella

Copy to: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

Received: Nov. 5, 1964

FLORIDA EAST COAST RAILWAY COMPANY

J. Turner Butler and William A. Hallowes, Trustees

Office of Freight Agent  
300 S. W. First Avenue  
P. O. Box 2985

P. R. LEAVITT  
Freight Agent

MIAMI 30, FLA.

Please Refer to File No.

November 2, 1964

Mr. Ralph H. Schnarr  
Dist. Chm. Brotherhood of Ry. & Steamship Clerks  
Freight Handlers Express & Station Employees  
3640 N. W. Second Terrace  
Miami, Florida, 33142

Dear Mr. Schnarr:

This is to make application for membership to the  
Brotherhood of Railway & Steamship Clerks, Freight  
Handlers Express and Station Employees' Union.

Very truly yours,

(Signed) DONALD R. BROWN  
Donald Brown, Utility Clerk  
No. 4, Office of Freight Agent  
P. O. Box 2985  
Miami, Florida, 33130

Received: Nov. 5, 1964

14511 Harris Place  
Miami Lakes, Fla.  
33012

November 13, 1964

Mr. F. C. Bowman  
Fin. Sec., ARSA No. 591  
20 Saragossa St.  
St. Augustine, Fla.

Sir:

Having bid on a Car Foreman's job at Hialeah and receiving same 11-13-64

I am returning to you my Withdrawal Card that was issued to me by Lodge No. 591, with the understanding that I will be received back in the Lodge as a member. Also please find enclosed money order in the amount of \$7.00 for dues for the month of November, 1964.

Yours truly

(Signed) A. VARMIETER

cc to R. W. Wyckoff Esq.  
Vice President  
Director of Personnel

Received: Nov. 16, 1964

Mr. A. H. Miller  
Local Chairman BRCA

Dear Sir:

Please regard this letter as my application for membership in the BRCA. I am presently employed for the FEC at the Hialeah Car Shop. I hold the title of carman.

Thank you

Yours Truly

(Signed) W. L. TALLEY

Received: Nov. 16, 1964

Mr. A. H. Miller  
Local chairman BRCA

Dear Sir

Please regard this letter as my application for membership in the BRCA. I am presently employed for the FEC and hold the title of carman apprentice 3 class.

Thank You

(Signed) F. R. ROMAYNOLO

Received: Nov. 16, 1964

— — —

Miami, Fla.  
Nov. 13, 1964

Mr. J. W. McDaniel Act. Pres, & Gen. Chairman  
American Railway Supervisors Association, Inc.  
560 N. W. 42 St.  
Miami, Fla.

Dear Sir:

This is my application to become a member of the American Railway Supervisors Association. Please furnish the proper forms and amount of money for membership.

Yours Truly

(Signed) C. N. HARRELL,  
Car Foreman  
Florida East Coast Railway  
77 N.W. 38 St. Miami, Fla.

— — —

Nov. 14, 1964

4103 East Ninth Lane  
Hialeah, Fla.

J. W. Smoak, Local Chairman  
180 N. W. 41 St.  
Miami, Fla.

Dear Sir:

Please send me a membership form so I may make application in your local upon return of form.

Please quote the initiation fee and monthly dues. I am a machinist apprentice at F. E. C. Railroad.

Sincerely yours.

Thomas G. Sandridge  
(Signed) THOMAS G. SANDRIDGE

jrs

Received: Nov. 16, 1964

FLORIDA EAST COAST RAILWAY COMPANY

Hialeah, Fla., Nov. 14, 1964

Mr. A. H. Miller  
Local Chairman  
Local 555

Please send me information and an application on  
proceedures for joining Local lodge 555 B.R.C. of A.

(Signed) RUSSELL E. CAIN  
Carman  
Hialeah Yards

Received: Nov. 16, 1964

— — —

FLORIDA EAST COAST RAILWAY COMPANY

Hialeah, Fla., 11-14, 1964

Mr. J. W. McDaniels  
Local Chairman

Would you please send me a application & infor-  
mation on forms The Car foreman's union of the Flor-  
ida Coast R. Ry.

Thank You

(Signed) G. H. HUTNEY  
Car Foreman  
Hialeah Yards

Received: Nov. 16, 1964

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November 13, 1964  
Berlin A. Roberts  
567 E. 22nd Street Apt. No. 1  
Hialeah, Florida

Mr. J. W. Smoak  
Local Chairman  
180 N.W. 1st Street  
Miami, Florida

Dear Sir:

This is a request for a membership form that I will complete and return to you for membership in your local.

Upon return of this form please quote initiation fee and monthly dues as a member.

I am now employed as a machinist for Florida East Coast Railway Hialeah yards.

Sincerely,

(Signed) BERLIN A. ROBERTS  
Berlin A. Roberts

Received: Nov. 16, 1964



Rt. 8 Box 530  
Jacksonville, Florida

November 10, 1964

Mr. J. S. Kellett  
Local Chairman BRC  
P. O. Box 5603  
Jacksonville, Florida

Dear Sir:

I am now employed as a Yard Clerk for the Florida East Coast Railway Company and wish to make application for membership in the Brotherhood of Railroad Clerks Union.

Yours very truly,

(Signed) CONRAD B. DUPES  
Conrad B. Dupes

Registered  
Return Receipt Requested

bc: Mr. R. W. Wyckoff

Received: Nov. 10, 1964

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Route 8 Box 530  
Jacksonville, Florida

November 10, 1964

Mr. J. S. Kellett  
Local Chairman BRC  
P. O. Box 5603  
Jacksonville, Florida

Dear Sir:

I would like to make application for membership in the Brotherhood of Railroad Clerks Union. I am now employed by the Florida East Coast Railway as a Yard Clerk.

Yours very truly,

(Signed) J. B. GASQUE  
J. B. Gasque

Registered Mail  
Return Receipt Requested.

cc: Mr. R. W. Wyckoff

Received: Nov. 10, 1964

Route 8 Box 530  
Jacksonville, Florida

November 10, 1964

Mr. J. S. Kellett  
Local Chairman BRC  
P. O. Box 5603  
Jacksonville, Florida

Dear Sir:

I would like to make application for membership in the Brotherhood of Railroad Clerks Union as I am now employed as a clerk for the Florida East Coast Railway Company.

Yours very truly,

(Signed) JOHN L. RINER  
John L. Riner

bc: Mr. R. W. Wyckoff

REGISTERED  
RETURN RECEIPT REQUESTED

Received: Nov. 10, 1964

FLORIDA EAST COAST RAILWAY COMPANY

Hialeah Fla., Nov. 13, 1964

R. L. Gonzalez  
7325 S.W. 17 Terr  
Miami, Florida  
Nov. 13, 64

Mr. J. W. Smoak  
Local Chairman  
180 NS 45 St.  
Miami, Florida

Dear Sir;

Please send me a membership form so I may make application in your local. Upon return of said application please quote the initial fee and monthly dues required of me.

Yours kindly

(Signed) R. L. GONZALEZ

cc: R. W. Wycoff  
Personal Director  
F.E.C. R.R.  
St. Augustine, Florida

FLORIDA EAST COAST RAILWAY COMPANY

Hialeah Fla., Nov. 13, 1964

Wayne A. Eibert  
3011 S.W. 35th Ave.  
W. Hollywood, Fla.

Mr. J. T. Jarlitte  
Financial Sect.  
IBEW NO. 888  
St. Augustine

Dear Sir:

Please send me a membership form so I may make application in your local. Upon return of this form please quote the initiation fee and monthly dues.

Yours truly

(Signed) W. A. SEIBERT

cc: R. W. Wycoff  
Personal Director  
F.E.C. R.R.  
St. Aug. Fla.

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FLORIDA EAST COAST RAILWAY COMPANY

Hialeah Fla., November 13, 1964

David F. Syfrett  
10820 N. W. 18 Ave.  
Miami, Florida.

Mr. J. T. Jarlitte  
Financial Sect.  
IBEW. No. 888  
St. Augustine

Dear Sir

Please send me a membership form so I may make application in your local. Upon return of this form please quote the initiation fee & monthly dues.

Yours Truly

(Signed) DAVID J. SYFRETT

cc: R. W. Wycoff  
Personal Director  
F.E.C. R.R.  
St. Aug., Fla.

FLORIDA EAST COAST RAILWAY COMPANY

Hialeah, Fla., Nov. 13, 1964

R. Tardix Jr.  
4611 S.W. 12th Ct.  
Ft. Lauderdale, Fla.

Mr. A. H. Miller  
Local Chairman  
BRC of A  
1870 SW. 24th Terr.  
Miami, Fla.

Dear Sir;

Please send me a membership form so I may make application in your local. Upon return of this form please quote the initiation fee and monthly dues.

Yours truly

(Signed) R. TARDIX JR.  
Carman

cc: R. W. Wycoff  
Personal Director  
Florida East Coast Railway  
St. Augustine, Fla.

FLORIDA EAST COAST RAILWAY COMPANY

Hialeah, Fla., Nov. 13, 1964

Lige Murray  
1860 N.W. 74th St.  
Miami, Fla.

Mr. A. H. Miller  
Local Chairman  
B.R.C. of A.  
1870 S.W. 24th Terr.  
Miami, Fla.

Dear Sir:

Please send me a membership form so I may make application in your local. Upon return of this form please quote the initiation fee and monthly dues.

Yours truly

(Signed) LIGE MURRAY  
Carmen Helper

cc: R. W. Wycoff  
Personal Director  
Florida East Coast R.R.  
St. Augustine, Fla.



FLORIDA EAST COAST RAILWAY COMPANY

Hialeah, Fla., Nov. 13, 1964

A. W. Kidwell  
46 East 53rd Terr.  
Hialeah, Fla.

Mr. A. H. Miller  
Local Chairman  
BRC of A  
1870 S.W. 24th Terr.  
Mia, Fla.

Dear Sir:

Please send me a membership form so I may make application in your local. Upon return of this form please quote the initiation fee and monthly dues.

Yours turly

(Signed) A. W. KIDWELL  
Carmen

cc: R. W. Wycoff  
Personal Director  
Florida East Coast R.R.  
St. Augustine, Fla.

FLORIDA EAST COAST RAILWAY COMPANY

Hialeah, Fla., Nov. 13, 1964

M. Mahoney  
1155 N.W. 2nd Ave. Apt 13.  
Miami, Fla.

Mr. A. H. Miller  
Local Chairman  
B.R.C. of A.  
1870 S.W. 24th Terr.  
Mia., Fla.

Dear Sir:

Please send me a membership form so I may make application in your local. Upon return of this form please quote the initiation fee and monthly dues.

Yours Truly

(Signed) M. MAHONEY  
Carmen Helper

cc: R. W. Wycoff  
Personel Director  
Florida East Coast R.R.  
St. Augustine, Fla.

ST. AUGUSTINE, FLA.  
NOVEMBER 12, 1964

MR. I. E. HAMILTON  
GENERAL CHAIRMAN  
THE ORDER OF RAILROAD TELEGRAPHERS  
625 CANAL STREET  
NEW SMYRNA BEACH, FLORIDA

ACCOUNT OF BEING ASSIGNED BY BID TO  
AGENT-OPERATOR POSITION AT ST. AUGUSTINE  
AGENCY AS OF THIS DATE — WHICH COMES UN-  
DER THE TELEGRAPHERS AGREEMENT AND  
MY VACATING AN ACCEPTED POSITION GIVEN  
ME BY THE RAILWAY APRIL 1, 1963 AND ENDING  
ON NOVEMBER 12, 1964 TO ACCEPT THE ABOVE  
MENTIONED POSITION — I WILL THANK YOU TO  
PLEASE SEND ME THE NECESSARY APPLICA-  
TION BLANKS FOR MEMBERSHIP IN THE ORDER  
OF RAILROAD TELEGRAPHERS. ALSO FURNISH  
ME WITH THE FEES FOR THIS MEMBERSHIP —  
MAIL SAME TO THE ADDRESS GIVEN BELOW.  
THANKS.

(Signed) R. P. SMITH  
R. P. SMITH  
P. O. BOX 586  
HASTINGS, FLORIDA

CC: MR. R. W. WYCKOFF — V.P.&D.P.

Received: Nov. 13, 1964

Ted Lunestad  
R.F.D. NO. 1 Box 55  
St Augustine, Fla.  
November 4, 1964.

Mr. T. Q. Brailier, Secretary  
Ponce de Leon Lodge No. 848  
Brotherhood Of Railway & Steamship Clerks  
26 No. Riberia Street  
St. Augustine, Fla.

Dear Sir,

Please accept this as my application for membership  
to Ponce de Leon Lodge No. 848, Brotherhood of Rail-  
way & Steamship Clerks.

Sincerely

(Signed) TED LUNESTAD  
Ted Lunestad

cc: Mr.R.W.Wyckoff  
Vice President and  
Director of Personnel  
F.E.C. Railway

Received: Nov. 4, 1964

November 3, 1964

Mr. T. Q. Brailer  
Ponce deLeon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 N. Riberia Street  
St. Augustine, Florida

Dear Sir:

Please send me the necessary forms to make application for membership to the Union (Railway Clerks.)

I am presently employed at the Florida East Coast Railway.

Thank you for your consideration.

Yours very truly,

(Signed) K. E. PAULK  
K. E. Paulk

cc: R. W. Wyckoff  
FEC Railway

Received: Nov. 4, 1964

**CERTIFIED MAIL - RETURN RECEIPT REQUEST-**

156 Marine Street  
St. Augustine, Florida

October 20, 1964

Mr. T. Q. Brallier  
Secretary-Treasurer  
Brotherhood of Railway & Steamship Clerks  
**25 No. Riberia Street**  
St. Augustine, Florida

Dear Mr. Brallier:

I have heard that there is a requirement under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by various Railway Labor Organizations, that I apply for membership in the Labor Organization of which you are an Official.

Therefore I hereby apply for membership and request that you forward to the above address the required forms etc. along with all available information pertaining thereto.

Sincerely yours

**J. O. McAloon**

CY - Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

**Received: Nov. 2, 1964**

**FLORIDA EAST COAST RAILWAY COMPANY**

J. Turner Butler and William A. Hallowes, Trustees

**Office of Freight Agent**

300 S. W. First Avenue

P. O. Box 2985

**P. R. Leavitt**

Freight Agent

November 2, 1964

**Mr. Ralph H. Schnarr**

Dist. Chm. Brotherhood of Ry. & Steamship Clerks

Freight Handlers Express & Station Employees

3640 N. W. Second Terrace

Miami, Florida, 33142

Dear Mr. Schnarr:

This is to make application for membership to the Brotherhood of Railway & Steamship Clerks, Freight Handlers Express and Station Employees' Union.

Very truly yours,

(Signed) REBA C. HORNE

Reba C. Horne, PBX Operator

Office of Freight Agent

P. O. Box 2985

Miami, Florida, 33130

**Received: Nov. 3, 1964**

October 30, 1964  
St. Augustine, Fla.

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. W. Z. Wells, Local Chairman  
International Ass'n of Machinists  
Magnolia Park  
St. Augustine, Florida

Dear Mr. Wells:

In accordance with the union rules will you please send me an application for membership as **Machinist Apprentice in the International Association of Machinists**; Lodge No. 1272.

Yours truly,

(Signed) K. M. NORDAN  
K. M. Nordan  
57 Sanford Street  
St. Augustine, Florida

Cy: R. W. Wyckoff

Received: Oct. 30, 1964



P. O. Box 582  
St. Augustine, Florida  
October 28, 1964

**CERTIFIED — RETURN RECEIPT REQUESTED**

Mr. T. Q. Brallier, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway and Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

Dear Mr. Brallier:

It has been brought to my attention that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, that I make application for membership in this organization. It will be appreciated if you will furnish me with the necessary application form (or forms) required therefor, and all pertinent information concerning membership therein.

Sincerely yours,

(Signed) PAUL B. WEIERBACH  
Paul B. Weierbach

cc: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

Received: Oct. 29, 1964

— — —

**FLORIDA EAST COAST RAILWAY COMPANY**

Michael Joseph Kissling  
P. O. Box 416  
Atlantic Beach, Fla.

Mr. T. Q. Brailer, Secretary  
Ponce de Leon Lodge No. 848  
Brotherhood Of Railway & Steamship Clerks  
26 No. Ribera Street  
St. Augustine, Florida

Dear Sir,

Please accept this as my application for membership  
to Ponce de Leon Lodge No. 848, Brotherhood of Rail-  
way & Steamship Clerks.

Sincerely,

(Signed) **MICHAEL JOSEPH KISSLING**  
Michael Joseph Kissling

cc: Mr. R. W. Wyckoff  
Vice President and  
Director of Personell  
F.E.C., Railway

October 22, 1964  
St. Augustine, Fla.

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. W. Z. Wells, Local Chairman  
International Ass'n of Machinists  
Magnolia Park  
St. Augustine, Fla.

Dear Mr. Wells:

In accordance with the union rules will you please send me an application for membership in the International Association of Machinists, Lodge Number 1272 as Machinists Helper.

Thank You.

Yours truly,

(Signed) JOHN H. HORNSBY SR.  
John H. Hornsby, Sr.  
R. F. D. NO. 1 Box 267  
St. Augustine, Fla.

Cy: R. W. Wyckoff

Received: Oct. 27, 1964

FLORIDA EAST COAST RAILWAY COMPANY

5942 W. Fifth Street  
Jacksonville, Florida  
October 20, 1964

*CERTIFIED — RETURN RECEIPT REQUESTED*

Mr. T. Q. Brailer, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailer:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

W. C. Douglas, Jr.

CC: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
St. Augustine, Florida

Received: Oct. 23, 1964

23 Mulberry Street  
St. Augustine, Florida

October 23, 1964

**CERTIFIED MAIL — Return Requested**

Mr. T. Q. Brallier, Secretary-Treasurer  
Lodge 848  
26 North Riberia Street  
St. Augustine, Florida

Dear Sir:

Since I now employed by the Florida East Coast Railway Company as a stenographer, I would appreciate receiving an application form for membership in Lodge 848, Brotherhood of Railway and Steamship Cierks, which I will complete and return promptly.

Yours truly,

(Mrs.) Virginia M.  
Hasselman

bc: Mr. R. W. Wyckoff, Vice President and  
Director of Personnel.

**Received: Oct. 24, 1964**

Rt. 1 Box 16  
St. Augustine, Florida

October 22, 1964

**CERTIFIED — RETURN RECEIPT REQUESTED**

Mr. T. Q. Brailler, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailler:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express & Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

Mrs. Helen Doyle

cc: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

Received: Oct. 24, 1964

William D. Lindsey  
314 Chaple Rd.  
St. Augustine, Fla.

October 23, 1964

Mr. T. Q. Brailer, Secretary  
Ponce de Leon Lodge No. 848  
Brotherhood Of Railway & Steamship Clerks  
26 No. Ribera Street  
St. Augustine, Fla.

Dear Sir,

Please accept this as my application for membership  
to Ponce de Leon Lodge No. 848, Brotherhood of Rail-  
way & Steamship Clerks.

Sincerely,

(Signed) WILLIAM D. LINDSEY  
William D. Lindsey

cc: Mr. R. W. Wyckoff  
Vice President and  
Director of Personnel  
F.E.C. Railway

Received: Oct. 26, 1964

FLORIDA EAST COAST RAILWAY COMPANY

99 N.E. 148 ST. N.M.B.  
OCTOBER 23, 1964

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

MR. W. F. HOWARD  
GENERAL CHAIRMAN  
BROTHERHOOD OF RAILWAY &  
STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYES  
1019 COLOMBO STREET  
SOUTH JACKSONVILLE, FLORIDA

DEAR SIR:

THIS IS TO MAKE APPLICATION FOR MEM-  
BERSHIP IN THE BROTHERHOOD OF RAIL-  
WAY & STEAMSHIP CLERKS, FREIGHT HAN-  
DLERS, EXPRESS AND STATION EMPLOYES.

YOURS TRULY,

(Signed) M. R. KEEFE  
M. R. KEEFE  
YARD CLERK — HIALEAH  
YARD

MRK  
B/C MR. R. W. WYCKOFF

Received: Oct. 26, 1964



FLORIDA EAST COAST RAILWAY COMPANY

7520 N. E. Miami Court  
Miami, Florida  
October 23, 1964

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Mr. W. F. Howard  
General Chairman  
Brotherhood of Railway & Steamship Clerk,  
Freight Handlers, Express and Station Employees  
1019 Colombo Street  
South Jacksonville, Florida

Dear Sir:

This is to make application for membership in the  
Brotherhood of Railway & Steamship Clerks, Freight  
Handlers, Express and Station Employees.

Yours truly,

(Signed) RICHARD H. MOIR  
R. H. Moir  
Yard Clerk — Hialeah Yard

RHM

bc: Mr. R. W. Wyckoff

Received: Oct. 26, 1964

FLORIDA EAST COAST RAILWAY COMPANY

930 LITTLE RIVER DRIVE  
MIAMI, FLA.

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

MR. W. F. HOWARD  
GENERAL CHAIRMAN  
BROTHERHOOD OF RAILWAY & STEAMSHIP  
CLERKS, FREIGHT HANDLERS, EXPRESS  
AND STATION EMPLOYES  
1019 COLOMBO STREET  
SOUTH JACKSONVILLE, FLA.

DEAR SIR:

THIS IS TO MAKE APPLICATION FOR MEMBER-  
SHIP IN THE BROTHERHOOD OF RAILWAY &  
STEAMSHIP CLERKS, FREIGHT HANDLERS, EX-  
PRESS AND STATION EMPLOYES.

YOURS TRULY

(Signed) KENNETH J. MONTOVANI  
JR.  
KENNETH J. MONTOVANI  
JR.  
YARD-CLERK HIALEAH,  
FLA.

KJM R. W. WYCKOFF

CERTIFIED  
NO. 846108  
MAIL

Received: Oct. 26, 1964

October 20, 1964

Mr. T. A. Brallier, Secy Treasurer  
Brotherhood of Railway & Steamship Clerks, Etc.  
24 Ribera St.  
St. Augustine, Florida

Dear Sir,

Please accept this letter as my request and application for membership into the Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees.

Thank you,

(Signed) WILLIAM R. ELWOOD  
William R. Elwood

P.S. Please address replies to:

William R. Elwood  
c/o Florida East Coast Railway Co.  
Personnel Dept.  
St. Augustine, Florida

311

20 October 1964  
Jacksonville, Florida

Mr. R. Q. Brallier, Secretary  
Ponce de Leon Lodge No. 878  
Brotherhood of Railway and Steamship Clerks  
26 North Ribera Street  
St. Augustine, Florida

Dear Sir:

Please except this as my application for joining the  
Brotherhood of Railway and Steamship Clerk's Union,  
Lodge No. 878.

Sincerely yours,

(Signed) KING I. THOMAS  
King I. Thomas

Copy to:

Mr. R. W. Wyckoff, Vice President and Director  
of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

Received: Oct. 22, 1964

312

P. O. Box 1005  
St. Augustine, Fla.  
October 21, 1964

**CERTIFIED MAIL — RETURN RECEIPT  
REQUESTED**

Mr. T. Q. Brallier  
26 N. Riberia St.  
St. Agustine, Florida

Dear Sir:

Please accept this as my application for membership  
in the Brotherhood of Railway and Steamship Clerks,  
Freight Handlers, Express and Station Employees.

Sincerely,

Signed by L.D.M.  
L. D. Martin

Copy: R. W. W.

**Received: Oct. 22, 1964**

313

55 Sanford Street  
St. Augustine, Florida

October 21, 1964

*CERTIFIED MAIL — RETURN RECEIPT  
REQUESTED*

Mr. T. Q. Braillier  
26 N. Riberia St.  
St. Augustine, Florida

Dear Sir:

Please accept this as my application for membership  
in the Brotherhood of Railway and Steamship Clerks,  
Freight Handlers, Express and Station Employees.

Sincerely,

(Signed) GLORIA C. WAGES  
Gloria C. Wages

Copy To: R. W. W.

Received: Oct. 22, 1964

**FLORIDA EAST COAST RAILWAY COMPANY**

Apartment Two  
67 Orange Street  
St. Augustine, Florida  
October 21, 1964

**CERTIFIED — RETURN RECEIPT REQUESTED**

Mr. T. Q. Brailer, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailer:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

(Signed) GILBERT N. JOHNSON  
Gilbert N. Johnson

CC: Mr. R. W. Wyckoff  
Vice President and Director of Personnel  
St. Augustine, Florida

Received: Oct. 22, 1964

**FLORIDA EAST COAST RAILWAY COMPANY**

84 1/2 Water Street  
St. Augustine, Florida  
October 21, 1964

***CERTIFIED — RETURN RECEIPT REQUESTED***

Mr. T. Q. Brailer, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailer:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

(Signed) ELOISE B. REYES  
(Mrs.) Eloise B. Reyes

CC: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
St. Augustine, Florida

**Received: Oct. 22, 1964**



**FLORIDA EAST COAST RAILWAY COMPANY**

St. Augustine, Florida

October 21, 1964

***CERTIFIED — RETURN RECEIPT REQUESTED***

Mr. T. Q. Brailler, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailler:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

(Signed) P. S. GUSTAFSON  
Paul S. Gustafson

CC: Mr. R. W. Wyckoff  
Vice President and Director of Personnel  
St. Augustine, Florida

**Received: Oct. 22, 1964**

42 Charlotte Street  
St. Augustine, Fla.

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. T. Q. Brallier, Secretary  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway and Steamship Clerks  
26 N. Riberia Street  
St. Augustine, Florida

Dear Mr. Brallier:

Please accept this as my request for an application  
for membership in the Brotherhood of Railway and  
Steamship Clerks, Ponce de Leon Lodge No. 848.

Yours truly,

(Signed) F. D. MICKLER  
F. D. Mickler

cc: Mr. R. W. Wyckoff  
FEC Rwy Co.  
St. Augustine, Fla.

Received: Oct. 21, 1964

55 Smith St.,  
St. Augustine, Fla.  
October 21, 1964

**CERTIFIED MAIL — RETURN RECEIPT  
REQUESTED**

Mr. T. Q. Brallier, Secretary  
Brotherhood Railway and Steamship Clerks,  
Freight Handlers, Express and Station Employes  
26 North Riberia Street,  
St. Augustine, Florida

Dear Mr. Brallier:

Please furnish me with an application form which I  
may complete in order to apply for membership with  
the Brotherhood of Railway and Steamship Clerks,  
Freight Handlers, Express and Station Employes.

Yours very truly,

(Signed) ACIE BRANT  
Acie Brant  
General Office Porter

CC—Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
F. E. C. Railway Company,  
St. Augustine, Florida

Received: Oct. 22, 1964

St. Augustine, Florida  
October 20, 1964

**CERTIFIED MAIL — RETURN RECEIPT  
REQUESTED**

Mr. T. Q. Brallier  
26 North Riberia Street  
St. Agustine, Florida

Dear Mr. Brallier:

It appears that it may be a requirement that I belong to the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees under a Union Shop Agreement.

Therefore, please furnish me with an application form which I may complete in order to make application for membership.

Yours very truly,

(Signed) MIRIAM W. MASON  
Miriam W. Mason (Mrs.)  
307 Asturias Street  
St. Augustine, Florida

cc - Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
F. E. C. Railway  
St. Augustine, Florida

T. E. Johnston  
3102 Rayford St.  
Jacksonville, Fla.

October 21, 1964

Mr. T. Q. Brallier, Secretary  
Brotherhood of Railway & Steamship Clerks  
Lodge No. 848  
26 N. Riberia St.  
St. Augustine, Fla.

Dear Sir;

Please accept this as my application for membership  
to Lodge No. 848 Brotherhood of Railway & Steamship  
Clerks.

Sincerely,

(Signed) T. E. JOHNSTON  
T. E. Johnston

CC: MR. R. W. WYCKOFF  
Vice President &  
Director of Personnel  
Fla. East Coast Railway Co.

Received: Oct. 20, 1964

4169 Spring Park Circle  
Jacksonville 7, Florida

October 20, 1964

**CERTIFIED — RETURN RECEIPT REQUESTED**

Mr. T. Q. Brailer, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

**Dear Mr. Brailer:**

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

(Signed) JERAL H. SCOFIELD  
Jeral H. Scofield

cc: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
St. Augustine, Florida

**Received: Oct. 21, 1964**

15 Nesmith Street  
St. Augustine, Florida

October 20, 1964

**CERTIFIED — RETURN RECEIPT REQUESTED**

Mr. T. Q. Brailler, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia St.  
St. Augustine, Florida

Dear Mr. Brailler:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

(Signed) **EDWIN W. GRAMLING**  
Edwin W. Gramling

cc: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
St. Augustine, Florida

Received: Oct. 21, 1964

64 Carrera Street  
St. Augustine, Florida

October 19, 1964

*CERTIFIED — RETURN RECEIPT REQUESTED*

Mr. T. Q. Brailer, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailer:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

(Signed) JAMES W. HUDGINS  
James W. Hudgins

cc: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
St. Augustine, Florida

Received: Oct. 21, 1964



48 GROVE AVE.  
ST. AUGUSTINE, FLA.

OCTOBER 19, 1964

**CERTIFIED — RETURN RECEIPT REQUESTED**

Mr. T. Q. Brailler, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
62 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailler:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely; the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with **the necessary application form which is required to become a member and all information concerning thereto.**

Sincerely yours,

(Signed) DRAYTON T. MANUCY JR.  
Drayton T. Manucy Jr.

cc: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
St. Augustine, Florida

**Received: Oct. 21, 1964**

A. D. Wages  
55 Sanford St.  
St. Augustine, Fla.

October 20, 1964

Mr. T. Q. Brallier, Secretary  
Brotherhood of Railway & Steamship Clerks  
26 N. Riberia St.  
St. Augustine, Fla.

Dear Sir:

Please accept this as my application to Ponce de Leon  
Lodge No. 848, Brotherhood of Railway & Steamship  
Clerks.

Sincerely,

(Signed) A. D. WAGES  
A. D. Wages

CC: Mr. R. W. Wyckoff  
Vice President &  
Director of Personnel  
Fla. East Coast Railway

Received: Oct. 19, 1964

2232 Leon Road  
Jacksonville 16, Florida

October 16, 1964

**CERTIFIED — RETURN RECEIPT REQUESTED**

Mr. T. Q. Brailer, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailer:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

(Signed) FRANK L. PERKINS  
Frank L. Perkins

cc: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
St. Augustine, Florida

Received: Oct. 17, 1964

118 Bridge Street  
St. Augustine, Florida

October 16, 1964

**CERTIFIED — RETURN RECEIPT REQUESTED**

Mr. T. Q. Brailer, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
62 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailer:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely; the **Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees** that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

(Signed) JOEL E. O'NEAL  
Joel E. O'Neal

cc: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
St. Augustine, Florida

Received: Oct. 17, 1964

328

10 Oak Street  
St. Augustine, Florida

October 16, 1964

**CERTIFIED — RETURN RECEIPT REQUESTED**

Mr. T. Q. Brailer, Treasurer  
Ponce de Leon Lodge No. 848  
Brotherhood of Railway & Steamship Clerks  
26 Riberia Street  
St. Augustine, Florida

Dear Mr. Brailer:

I understand that it is required under the Union Shop Agreement between the Florida East Coast Railway Company and the Employees thereof represented by the Railway Labor Organizations, namely; the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that I become a member of this organization. Therefore, it will be appreciated if you will furnish me with the necessary application form which is required to become a member and all information concerning thereto.

Sincerely yours,

(Signed) SUZANN M. HUTTINGER  
Suzann M. Huttinger

cc: Mr. R. W. Wyckoff  
Vice President & Director of Personnel  
St. Augustine, Florida

**Received: Oct. 17, 1964**

## DEFENDANT'S EXHIBIT Z

Letter 11/20/64 to C. A. Dupont from C. T. Brame  
11/25/64 to R. H. Schnarr from Donnie E.  
Clemons  
11/25/64 to R. H. Schnarr from James Stall-  
one  
11/25/64 to R. H. Howard from Wm. F.  
Hodges  
11/19/64 to Brotherhood of Railway Clerks  
Lodge from Phillip L. Young  
11/25/64 to W. F. Howard from Conrad B.  
Dupes  
11/18/64 to Conrad Dupes from W. F. Howard

— — —

November 25, 1964.

**Mr. W. F. Howard — General Chairman**  
Brotherhood of Railway and Steamship Clerks  
Freight Handlers-Express and Station Employes  
1019 Colombo Street  
Jacksonville 7, Florida

**Dear Sir**

I have your letter concerning my request for application for membership in the Brotherhood of Railway and Steamship Clerks-Freight Handlers. Express and station employes in which you request a considerable amount of information pertaining to my status with the railway.

I have had occasion to review the constitution of the grand lodge statutes of your organization and I observe that your organization publishes a form for ap-

plications. If you will furnish me with that form I will be glad to complete the information requested thereon and have the application recommended by a member in good standing as required by the constitution.

Your prompt reply will be appreciated.

Yours very truly

(Signed) CONRAD B. DUPES  
Conrad B. Dupes

Received: Nov. 26, 1964

— — —

**BROTHERHOOD OF RAILWAY AND STEAMSHIP  
CLERKS, FREIGHT HANDLERS, EXPRESS AND  
STATION EMPLOYES**

Florida East Coast Railway  
System Board of Adjustment

General Secretary-Treasurer  
Frances K. DuBose  
1735 Parkwood Street  
Jacksonville, Florida

General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida

November 18, 1964.  
1-0

Mr. Conrad B. Dupes,  
Route 8, Box 530,  
Jacksonville, Fla.

Dear Sir:

I am in receipt of your inquiry, addressed to District Chairman J. S. Kellett, indicating you may be interested in becoming a member of our Organization.

This letter is the first indication we have had that you are employed in any of the groups which we represent, and to give consideration to your request we need the following information:

1. Your full name.
2. Complete address.
3. Date employed.
4. Where employed.
5. In what capacity employed, title of position or classification.
6. What training have you had in this capacity.
7. Rate of pay of position occupied.
8. Is your employment regular.

Yours very truly,

(Signed) W. F. HOWARD  
General Chairman.

WFH:MHH



Nov. 25, 1964

Brotherhood of Rwy. Clerks  
FEC System Bd. No. 115  
W. F. Howard General Chairman  
1019 Colombo Street  
Jacksonville 7 Florida

Dear Mr. Howard

Please accept this as my application for membership in the Brotherhood of Railway Clerks. I am presently employed as a yard clerk at Bowden Yards.

William F. Hodges  
Route 8 Box 530  
Jacksonville Florida

Yours truly

(Signed) WILLIAM F. HODGES  
William F. Hodges

Received: Nov. 26, 1964

November 19, 1964  
Miami, Florida

The Brotherhood of Railway Clerks — Lodge 3005  
1679 NW 16th Terrace

Gentlemen:

Please send me an application for admission into the  
Brotherhood of Railway Clerks.

Yours Truly

(Signed) PHILLIP L. YOUNG  
Phillip L. Young  
3740 NW 66th Ave.  
Virginia Gardens

Blind Copy: to Mr. R. W. Wyckoff, Vice President and  
Personnel Director.

Received: Nov. 26, 1964

## FLORIDA EAST COAST RAILWAY COMPANY

November 25, 1964

Mr. R. H. Schnarr  
Dist. Chairman-Brotherhood of Rwy  
Steamship Clerks-Freight Handlers  
Express and Station Employees  
224 N.W. 91st Street  
Miami 42, Fla.

Dear Sir;

I wish an application for membership in the Brotherhood of Rwy Steamship Clerks-Freight Handlers, Express and Station Employees. Would you kindly furnish the necessary application form. Acknowledging my request would be kindly appreciated.

Sincerely Yours,

(Signed) DONNIE E. CLEMONS  
Donnie E. Clemons  
Utility Clerk  
Fla. East Coast Rwy. Co.

Copy: Mr. R. W. Wyckoff  
Vice-President & Head of Personnel  
St. Augustine, Fla.

Received: Nov. 27, 1964

**FLORIDA EAST COAST RAILWAY COMPANY**

November 25, 1964

Mr. James Stallone  
1801 S. W. 1st Ave.  
Ft. Lauderdale Fla

Mr. R. H. Schnarr District Chairman  
Brotherhood Ry Steamship Clerks —  
Freight Handlers — Express and Station  
Employees  
224 N.W. 91st Street  
Miami 42 Florida

Dear Sir:

I wish to make application for membership in "the Brotherhood of Ry Steamship Clerks — Freight Handlers — Express and Station Employees" therefore will you kindly furnish the necessary application forms for my further handling.

Your attention and prompt handling of this request will be greatly appreciated.

Yours very truly

(Signed) JAMES STALLONE  
James Stallone  
Utility Clerk — Fla  
East Coast Ry

Copy: Mr. R. W. Wyckoff  
Vice-Presd & Head of Personnel  
Fla East Coast Rwy

Received: Nov. 27, 1964

November 20, 1964

Mr. C. A. Dupont  
General Chairman  
IBEW No. 888  
St. Augustine, Fla.

Dear Sir:

On November 12, 1964 I sent a registered letter to Mr. J. T. Jaillette, whom I thought was still Financial Secretary for Local I.B.E.W. No. 888. I have since been informed that he has retired.

Will you please forward me an application form for membership in your Local No. 888, I.B.E.W.

Yours Truly,

(Signed) C. T. BRAME  
C. T. Brame  
857 W. 33rd Street  
Hialeah, Fla.

C.C.  
Mr. R. W. Wycoff  
Personnel Director  
F.E.C. Railraod  
St. Augustine, Fla.

Received: Nov. 22, 1964

DEFENDANT'S EXHIBIT AA

Letter 11/21/64 to Lige Murray from R. M. Cooke  
 11/21/64 to John C. Steem from I. E. Hamilton  
 11/11/64 to E. A. Armistead from Wm. H.  
 Woodward  
 11/21/64 to Wm. H. Woodward from I. E.  
 Hamilton  
 11/18/64 to J. A. Collison from W. F. Howard  
 11/21/64 to V. L. Geiger from I. E. Hamilton  
 11/11/64 to E. A. Armistead from S. D. Adams  
 11/21/64 to S. D. Adams from I. E. Hamilton  
 11/21/64 to J. C. Drew from I. E. Hamilton  
 11/18-19/64 to H. W. Howard from L. C. Ross

— — —

JOINT PROTECTIVE BOARD  
 FLORIDA EAST COAST RAILWAY  
 Brotherhood Railway Carmen of America  
 Affiliated With AFL-CIO

*Office of R. M. Cooke, General Chairman*  
*P. O. Box 34 or 1202 Live Oak Street*  
*New Smyrna Beach, Florida*

November 21, 1964

Lige Murray  
 1860 NW 74th Street  
 Miami, Florida

Dear Sir:

I am in receipt of your inquiry indicating you may be

interested in becoming a member of our organization. Your letter is the first indication we have had that you are employed in any of the groups which we represent and to give consideration to your request we need the following information:

1. Your full name.
2. Complete address.
3. Date employed.
4. Where employed.
5. In what capacity employed, title of position or classification.
6. What training have you had in this capacity.
7. Rate of pay of position occupied.
8. Is your employment regular.

Yours truly,

(Signed) R. M. COOKE  
R. M. Cooke,  
General Chairman

cc:

Mr. A. J. Bernhardt  
Mr. R. G. Smith  
Mr. A. H. Miller

Received: Nov. 25, 1964

**THE ORDER OF RAILROAD TELEGRAPHERS**

Florida East Coast Railway  
System Division No. 87

I. E. HAMILTON, General Chairman

725 Canal Street  
New Smyrna Beach,  
Florida 32069  
November 21, 1964

Mr. John C. Steen  
P. O. Box 225  
Homestead, Florida

Dear Sir:

Your inquiry indicating you may be interested in becoming a member of our Organization has been referred to me. Your letter is the first indication we have had that you are employed in any of the groups we represent and to give consideration to your request we need the following information.

1. Your full name.
2. Complete address.
3. Date employed.
4. Where employed.
5. In what capacity employed, title of position or classification.
6. What training have you had in this capacity.
7. Rate of pay of position occupied.
8. Is your employment regular.



As I have been informed that you are a Canadian citizen I should like to know how long and under what conditions you are in this Country.

Yours truly,

(Signed) I. E. HAMILTON  
General Chairman

— — —  
629 BALL STREET  
NEW SMYRNA BEACH,  
FLORIDA  
NOVEMBER 11, 1964

MR. E. A. ARMISTEAD, G. S. & T.  
THE ORDER OF RAILROAD TELEGRAPHERS  
811 CRAIG STREET  
NEW SMYRNA BEACH, FLORIDA

DEAR MR. ARMISTEAD,

IT IS MY DESIRE TO BECOME A MEMBER OF  
THE ORDER OF RAILROAD TELEGRAPHERS.

PLEASE FURNISH ME AN APPLICATION FORM  
AT THE ABOVE ADDRESS. THANK YOU.

Sincerely yours,

WILLIAM H. WOODARD

THE ORDER OF RAILROAD TELEGRAPHERS

Florida East Coast Railway  
System Division No. 87

I. E. HAMILTON,  
General Chairman

725 Canal Street  
New Smyrna Beach,  
Florida 32069

November 21, 1964

Mr. William H. Woodward  
629 Ball Street  
New Smyrna Beach, Florida

Dear Sir:

Your inquiry indicating you may be interested in becoming a member of our Organization has been referred to me. Your letter is the first indication we have had that you are employed in any of the groups we represent and to give consideration to your request we need the following information.

1. Your full name.
2. Complete address.
3. Date employed.
4. Where employed.
5. In what capacity employed, title of position of classification.
6. What training have you had in this capacity.
7. Rate of pay of position occupied.
8. Is your employment regular.

Yours truly,

(Signed) I. E. HAMILTON  
General Chairman

**BROTHERHOOD OF RAILWAY  
AND STEAMSHIP CLERKS**

**Freight Handlers, Express and Station Employes  
Florida East Coast Railway  
System Board of Adjustment**

**General Secretary-Treasurer  
Frances K. DuBose  
1735 Parkwood Street  
Jacksonville, Florida**

**General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida**

**November 18, 1964**

**1-0**

**Mr. J. A. Collison,  
P. O. Box 607,  
Cocoa, Florida.**

**Dear Sir:**

I am in receipt of your inquiry, addressed to Mrs. Maccie Smith at New Smyrna Beach, indicating you may be interested in becoming a member of our Organization.

This letter is the first indication we have had that you are employed in any of the groups which we represent, and to give consideration to your request we need the following information:

1. Your full name.
2. Complete address.
3. Date employed.
4. Where employed.
5. In what capacity employed, title of position or classification.
6. What training have you had in this capacity.
7. Rate of pay of position occupied.
8. Is your employment regular.

Yours very truly,

(Signed) W. F. HOWARD  
General Chairman.

WFH:MHH

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THE ORDER OF RAILROAD TELEGRAPHERS

Florida East Coast Railway  
System Division No. 87

I. E. HAMILTON, General Chairman

725 Canal Street  
New Smyrna Beach,  
Florida 32069  
November 21, 1964

Mr. V. L. Geiger  
P. O. Box 607  
Cocoa, Florida

Dear Sir:

Your inquiry indicating you may be interested in becoming a member of our Organization has been referred to me. Your letter is the first indication we have had that you are employed in any of the groups we represent and to give consideration to your request we need the following information. .

1. Your full name.
2. Complete address.
3. Date employed.
4. Where employed.
5. In what capacity employed, title of position or classification.
6. What training have you had in this capacity.
7. Rate of pay of position occupied.
8. Is your employment regular.

Yours truly,

(Signed) I. E. HAMILTON  
General Chairman

345

430 LENORE AVENUE  
TITUSVILLE FLORIDA

NOVEMBER 11, 1964

MR. E. A. ARMISTEAD, G. S. & T.  
THE ORDER OF RAILROAD TELEGRAPHERS.  
811 CRAIG STREET  
NEW SMYRNA BEACH FLORIDA.

DEAR MR. ARMISTEAD,

IT IS MY DESIRE TO BECOME A MEMBER OF  
THE ORDER OF RAILROAD TELEGRAPHERS.

PLEASE FURNISH ME AN APPLICATION FORM  
AT THE ABOVE ADDRESS.

THANK YOU.

YOURS VERY TRULY

(Signed) S. D. ADAMS  
S. D. Adams

Certified Mail

No. 140639 Titusville, Nov. 12, 1964

Receipt Form 3811

Signed by J. A. Eason—11/13/64

THE ORDER OF RAILROAD TELEGRAPHERS  
Florida East Coast Railway

System Division No. 87

I. E. HAMILTON, General Chairman

725 Canal Street  
New Smyrna Beach,  
Florida 32069  
November 21, 1964

Mr. S. D. Adams  
430 Lenore Avenue  
Titusville, Florida

Dear Sir:

Your inquiry indicating you may be interested in becoming a member of our Organization has been referred to me. Your letter is the first indication we have had that you are employed in any of the groups we represent and to give consideration to your request we need the following information.

1. Your full name.
2. Complete address.
3. Date employed.
4. Where employed.
5. In what capacity employed, title of position or classification.
6. What training have you had in this capacity.
7. Rate of pay of position occupied.
8. Is your employment regular.

Yours truly,

(Signed) I. E. HAMILTON  
General Chairman

**THE ORDER OF RAILROAD TELEGRAPHERS**

Florida East Coast Railway  
System Division No. 87

I. E. HAMILTON, General Chairman

725 Canal Street  
New Smyrna Beach,  
Florida 32069  
November 21, 1964

Mr. J. G. Drew  
1135 Old Dixie Highway  
Apartment 3  
Vero Beach, Florida

Dear Sir:

Your inquiry indicating you may be interested in becoming a member of our Organization has been referred to me. Your letter is the first indication we have had that you are employed in any of the groups we represent and to give consideration to your request we need the following information.

1. Your full name.
2. Complete address.
3. Date employed.
4. Where employed.
5. In what capacity employed, title of position or classification.
6. What training have you had in this capacity.
7. Rate of pay of position occupied.
8. Is your employment regular.

Yours truly,

(Signed) I. E. HAMILTON  
General Chairman



Miami, Fla.

Nov. 18-19-64

Mr. H. W. Howard

Dear Sir:

I wood like to make an application in your organization  
as station poter

Your very truly,

(Signed) L. C. ROSS  
Porter Hialeah

Received Nov. 20, 1964

DEFENDANT'S EXHIBIT CC

BROTHERHOOD OF RAILWAY  
AND STEAMSHIP CLERKS

Freight Handlers, Express and Station Employees  
Florida East Coast Railway  
System Board of Adjustment

General Secretary-Treasurer  
Frances K. DuBose  
1735 Parkwood Street  
Jacksonville, Florida

General Chairman  
W. F. Howard  
1019 Colombo Street  
Jacksonville, Florida

November 18, 1964  
1-0

Mr. M. R. Keefe,  
99 N. E. 148 Street,  
North Miami Beach, Fla.

Dear Sir:

I am in receipt of your inquiry indicating you may be interested in becoming a member of our Organization.

This letter is the first indication we have had that you are employed in any of the groups which we represent, and to give consideration to your request we need the following information:

1. Your full name. Maurice Richard Keefe.
2. Complete address. 99 N.E. 148th Street, No. Miami Beach, Fla.
3. Date employed. 10/28/63.
4. Where employed. Hialeah Yard.
5. In what capacity employed, title of position or classification. Yard Clerk.
6. What training have you had in this capacity. IBM and general office.
7. Rate of pay of position occupied. \$2.4853.
8. Is your employment regular. Yes.

Yours very truly,

(Signed) W. F. HOWARD  
General Chairman.

WFH:MHH

RWW

To W. F. Howard  
11/19/64

DEFENDANT'S EXHIBIT DD

October 29, 1964  
St. Augustine, Fla.

\*CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Lloyd G. Taylor, Secy. Treasurer  
International Association of Machinists  
Flagler Lodge 1272  
25 Hildreth Avenue  
St. Augustine, Florida 32084

Dear Mr. Taylor:

Inclosed please find the completed membership application to join the International Association of Machinists. Lodge number 1272.

If any more information is required please let me know.

Yours truly,

John H. Hornsby, Sr.  
RFD No. 1 Box 267  
St. Augustine, Florida

Cy: R. W. Wyckoff

MEMBERSHIP  
APPLICATION

Name

John H. Hornsby, Sr.

1(Print)

Card No. \_\_\_\_\_

(To be filled in by Secretary)

Journeyman

Specialist

Production Wkr.

Helper X

Apprentice

City

St. Augustine

State

Florida

Date

Nov. 2, 1964

To the Officers and Members of  
Int. Assoc. Mach.,

Lodge No.

1271

GENTLEMEN: I herewith tender my application for membership with initiation fee of \$\_\_\_\_\_ and hereby authorize you to act as my representative for collective bargaining.

Employed by

Florida East Coast Railroad

Shift 1(X) 2( ) 3( )

**Class of work**

Machinist Helper

**I am receiving**

\$2.400 per hour

I have had 1 years of experience, being proficient at  
Machinist Helper

If a former member of the International Association  
of Machinists, supply following information:

Card No.      Lodge No.      Location

Last Dues Paid      19

(If applicant has served in the Armed Forces,  
give the following information)

Enlisted

Inducted

June 4, 1954

Serial No.

34633730

Discharged

Nov. 30, 1962

Place of Birth

Sylvester, Georgia

Date of Birth

June 4, 1937

(Month—Day—Year)

(Signed) JOHN H. HORNSBY,

Address RFD #1 Box 267

St. Augustine, Florida

(Street)

Proposed By (City, Zone) (State or Province)

### RECEIPT

Lodge No. \_\_\_\_\_ Date \_\_\_\_\_

Received of \_\_\_\_\_

Initiation ( ) Reinstatement ( ) Fee for \_\_\_\_\_

(Signed) \_\_\_\_\_

(Financial Secretary)

### RECEIPT

Lodge No. \_\_\_\_\_ Date \_\_\_\_\_

Received of \_\_\_\_\_

Amount \$ \_\_\_\_\_ To apply on ( , Reinstatement ( )

(Signed) \_\_\_\_\_

(Illegible or Organizer)

Form 1

Date \_\_\_\_\_

We, the undersigned committee, report \_\_\_\_\_

(Favorable or Unfavorable)

Committee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Amount Paid \$ \_\_\_\_\_

Date \_\_\_\_\_

Balance of Fee Paid \$ \_\_\_\_\_ Date \_\_\_\_\_

Initiation ( ) Reinstated ( ) Date \_\_\_\_\_

Check Class of Due Book to be issued:

Journeyman ( ) Production Work ( )

Specialist ( ) ILLEGIBLE

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DEFENDANT'S EXHIBIT EE

FLORIDA EAST COAST RAILWAY COMPANY

Miami, Florida

November 16, 1964

Mr. D. S. Cooper, Financial  
Secretary-Treasurer

Flamingo Lodge 751

Brotherhood of Railway &  
Steamship Clerks

1330 S. W. 59th Avenue

Miami, Florida

Dear Mr. Cooper:

In reply to your letter August 14, 1964 (MRI 751) in  
which you stated in the last paragraph as follows:



"In accordance with Article 2 Section 4 page 76 Statutes for the Government of Lodges, you may not reapply until a period of three (3) months has elapsed."

Attached hereto you will find my personal check No. 68 in the amount of \$15.00 to cover reinstatement fee, as well as application for reinstatement in Flamingo Lodge 751 of Brotherhood of Railway & Steamship Clerks.

Very truly yours,

Anna M. Wright

Miss Anna M. Wright  
Post Office Box 2985  
Miami, Floria  
33101

// CERTIFIED MAIL  
RETURN RECEIPT REQUESTED//

BC: Mr. R. W. Wyckoff, VP&DP  
Mr. T. C. Maurer, VP&CF&CPTO

Received: Nov. 27, 1964

**BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS  
Freight Handlers, Express and Station Employees  
Florida East Coast Railway  
System Board of Adjustment**

Flamingo Lodge 781  
Financial Secretary & Treas.  
D. S. Cooper  
1330 S.W. 59 Avenue  
Miami, Florida

**CERTIFIED MAIL**

District Chairman  
R. H. Schnarr  
2645 N.W. 23 Avenue  
Miami, Florida

August 14, 1964  
MR1-751

Anna M. Wright  
P. O. Box 2985  
Miami Florida

Dear Miss Wright:

Please be advised your application for reinstatement in the Brotherhood of Railway Clerks, was presented to the Lodge in session at regular meeting August 13, 1964. Also be advised that said application was voted upon and rejected.

I am returning herein application and your check for reinstatement fee.

In accordance with Article 2 Section 4 Page 76 Statutes for the Government of Lodges, you may not re-apply until a period of three (3) months has elapsed.

Sincerely

(Signed) DENVER S. COOPER

— — —

FLORIDA EAST COAST RAILWAY COMPANY

July 24, 1964

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Mr. D. S. Cooper, Financial  
Secretary-Treasurer  
Flamingo Lodge 751  
Brotherhood of Railway &  
Steamship Clerks  
1330 S. W. 59th Avenue  
Miami, Florida

Dear Mr. Cooper:

In reply to your letter April 13, 1964 (MRI-751) in which you stated in the last paragraph as follows:

"In accordance with Article 2 Section 4 Page 76 Statutes for the Government of Lodges, you

may not reapply until a period of three (3) months has elapsed."

Attached hereto you will find my personal check No. 43 in the amount of \$15.00 to cover reinstatement fee, as well as application for reinstatement in Flamingo Lodge 751 of Brotherhood of Railway & Steamship Clerks.

Very truly yours,

Anna M. Wright

Miss Anna M. Wright

Post Office Box 2985

Miami, Florida

33101

BC: Mr. R. W. Wyckoff, VP&DP

Received: July 25, 1964

**BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS  
Freight Handlers, Express and Station Employes  
FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT**

**CERTIFIED MAIL**

Flamingo Lodge 751  
Financial Secretary & Treas.  
D. S. Cooper  
1330 S. W. 59 Avenue  
Miami, Florida

District Chairman  
R. H. Schnarr  
2645 N.W. 23 Avenue  
Miami, Florida

April 13, 1964  
MRI-751

Anna M. Wright  
P. O. Box 2985  
Miami Florida

Dear Miss Wright:

Please be advised; your application for reinstatement in the Brotherhood of Railway Clerks, was presented to the Lodge in session at regular meeting April 9, 1964; also please be advised that said application was voted upon and rejected.

I am returning herein application and your check for reinstate fee.

In accordance with Article 2 Section 4 Page 76 Statutes for the Government of Lodges, you may not re-apply until a period of three (3) months has elapsed.

Sincerely

(Signed) DENVER S. COOPER

— — —

**FLORIDA EAST COAST RAILWAY COMPANY**

J. Turner Butler and  
William A. Hallowes, Trustees  
Freight Traffic Department

300 S. W. 1st Ave., P.O. Box 2985  
Miami 32, Florida  
Please refer to File No.

**F. P. OLDFATHER**

Assistant Freight Traffic Manager

**R. E. BOLICK**

District Freight Agent

**W. M. THOMPSON, JR.,**

**A. J. WESTBROOK,**

**J. F. PARKER,**

Commercial Agent

March 16, 1964

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Mr. D. S. Cooper, Financial  
Secretary-Treasurer  
Flamingo Lodge 751  
Brotherhood of Railway &  
Steamship Clerks  
1330 S. W. 59th Avenue  
Miami, Florida

Dear Mr. Cooper:

With reference your letter March 6th, file MRI-751.

You will find attached hereto my check No. 14 in the amount of \$15.00 to cover reinstatement fee, as well as application for reinstatement in Flamingo Lodge 751 of Brotherhood of Railway & Steamship Clerks.

Very truly yours,

(Signed) ANNA M. WRIGHT  
Anna M. Wright

Miss Anna M. Wright  
Post Office Box 2985  
Miami, Florida  
33101

BC: Mr. R. W. Wyckoff  
Mr. T. C. Maurer

Received: March 17, 1964

**BROTHERHOOD OF  
RAILWAY AND STEAMSHIP CLERKS  
Freight Handlers, Express and Station Employees  
FLORIDA EAST COAST RAILWAY  
SYSTEM BOARD OF ADJUSTMENT**

**CERTIFIED MAIL**

**Flamingo Lodge 751  
Financial Secretary & Treas.  
D. S. Cooper  
1330 S. W. 59 Avenue  
Miami, Florida**

**District Chairman  
R. H. Schnarr  
2645 N.W. 23 Avenue  
Miami, Florida**

**March 6, 1964  
MRI-751**

**Anna M. Wright  
P. O. Box 2985  
Miami Florida**

**Dear Miss Wright:**

**I am in receipt of your letter of March 3, 1964 which states "I interpret your letter as meaning I will not be taken back into the Organization."**

**You were referring to my letter of Feb. 18, 1964 in which I returned your check rendered as dues. In this**



letter I merely stated I was unable to accept dues from you as you were not currently a member.

As it is apparent from your letter, you wish to receive a new membership application form — Please fill this out and return to me together with reinstatement fee of \$15.00 and it will be acted upon at next regular meeting of the Lodge.

Sincerely

(Signed) DENVER S. COOPER

— — —

FLORIDA EAST COAST RAILWAY COMPANY  
J. Turner Butler and William A. Hallows, Trustees  
Freight Traffic Department

300 S. W. 1st Ave., P. O. Box 2965  
Miami 32, Fla.

Please Refer To File No.

F. P. Oldfather  
Assistant Freight Traffic Manager

R. E. Bolick  
District Freight Agent

W. M. Thompson, Jr.,  
A. J. Westbrook,  
A. F. Parker,  
Commercial Agent

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. D. S. Cooper, Financial  
Secretary-Treasurer  
Flamingo Lodge 751  
Brotherhood of Railway &  
Steamship Clerks  
1330 S. W. 59th Avenue  
Miami, Florida

Dear Mr. Cooper:

I have your letter of February 18, 1964, file MRI-751, returning my check #7, in the amount of \$4.50, tendered for March 1964 dues.

I have stated my position concerning invalidity of the action of your Organization with respect to my membership and I maintain that position. Notwithstanding that position, I interpret your letter as meaning that I will not be taken back into the Organization and I would appreciate your advice in this respect.

Your early reply will be appreciated.

Yours very truly

(Signed) ANNA M. WRIGHT  
Anna M. Wright

Miss Anna M. Wright  
Post Office Box 2985  
Miami, Florida  
33101

BC: Mr. R. W. Wyckoff - File 26  
Mr. T. C. Maurer

Received: March 5, 1964

**BROTHERHOOD OF RAILWAY AND  
STEAMSHIP CLERKS**

**Freight Handlers, Express and Station Employees  
Florida East Coast Railway  
System Board of Adjustment**

**Flamingo Lodge 751  
Financial Secretary & Treas.  
D. S. Cooper  
1330 S. W. 59 Avenue  
Miami, Florida**

**File MRI-751  
Feb. 18, 1964**

**District Chairman  
R. H. Schnarr  
2645 N. W. 23 Avenue  
Miami, Florida**

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

**Anna Wright  
P. O. Box 2985  
Miami, Florida**

**Dear Miss Wright:**

**Enclosed find your check #7 in amount of four dollars and 50/100 which you tendered for March 1964 dues.**

**My records indicate you were expelled from mem-**

bership in this organization August 21, 1963.

As you are not currently a member, I can not accept this money as dues.

Sincerely

(Signed) DENVER S. COOPER

— — —

BROTHERHOOD OF RAILWAY AND  
STEAMSHIP CLERKS

Freight Handlers, Express and Station Employees  
Florida East Coast Railway  
System Board of Adjustment

Flamingo Lodge 751  
Financial Secretary & Treas.  
D. S. Cooper  
1330 S. W. 59 Avenue

District Chairman  
R. H. Schnarr  
1645 N. W. 23 Avenue  
Miami, Florida

Sept. 13, 1963  
MRI - Wright

Anna M. Wright  
P. O. Box 2985  
Miami, Florida

Miss Wright:

Enclosed find your check #53 in amount of 4.50 which you tendered for Sept. union dues.

In accordance with section 4 article 10 page 94 of statutes for Government of Lodges, you were expelled from membership August 21, 1963.

Please be advised you may apply for readmission six months from date of expulsion.

Sincerely

(Signed) DENVER S. COOPER  
F.S.T.

751

— — —

FLORIDA EAST COAST RAILWAY COMPANY  
J. Turner Butler and William A. Hallows, Trustees  
Freight Traffic Department

300 S. W. 1st Ave., P. O. Box 2985  
Miami 32, Fla.

Please Refer To File No.

F. P. Oldfather  
Assistant Freight Traffic Manager

R. E. Bolick  
District Freight Agent

W. M. Thompson, Jr.  
A. J. Westbrook,  
J. F. Parker,  
Commercial Agent

August 19, 1963

Mrs. Martiel G. Scanlon, Recording Secretary  
Flamingo Lodge 751  
c/o Mr. Denver S. Cooper  
1330 S. W. 59th Avenue  
West Miami, Florida

Dear Mrs. Scanlon:

I have your letter of August 12, 1963, notifying me of charges which were brought against me at the regular meeting of the Lodge on August 8, 1963, those charges being based upon my return to work for the Railway during the period of the strike called by the Clerks' Organization.

Section XIII of the Florida Constitution, as amended November 7, 1944, provides that:

"The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union, or labor organization;...."

While I recognize that the Supreme Court of the United States has held that the Railway Labor Act supersedes those portions of any State Laws in conflict therewith, I know of no provisions in the Railway

Labor Act which prohibits me from working for any company, regardless of whether that company is engaged in a work stoppage or not. Therefore, the 'right to work amendment' of the Florida Constitution governs in this particular case and any action which might be brought against me by the Organization to penalize me for returning to work with the Railway will be in violation thereof and, consequently, illegal and invalid.

Yours very truly,

(Signed) ANNA M. WRIGHT  
Anna M. Wright

BC: Mr. R. W. Wyckoff - File 26, August 16th  
Mr. T. C. Maurer

— — —

BROTHERHOOD OF RAILWAY AND  
STEAMSHIP CLERKS

Freight Handlers, Express and Station Employes  
Florida East Coast Railway  
System Board of Adjustment

Flamingo Lodge 751  
Financial Secretary & Treas.  
D. S. Cooper  
1330 S. W. 59 Avenue  
Miami, Fla.

District Chairman  
R. H. Schnarr  
2645 N. W. 23 Avenue  
Miami, Florida

Miami, Florida  
August 12, 1963

Miss Ann Wright  
Card 590  
P. O. Box 2985  
Miami, Florida

Miss Wright:

Please be advised that charges were brought against you at regular meeting of this Lodge, August 8, 1963, copy of charges enclosed.

You are instructed to appear before a Special Committee to answer these charges at 8 P. M., Wednesday August 21st., in the South Community Room, Dade Federal Bank, 1400 N. W. 36th Street.

(Signed) MARTIEL G. SCANLON  
Martiel G. Scanlon  
Recording Secretary  
Flamingo Lodge 751



Miami, Florida  
August 8, 1963

Mr. R. W. Hayes, President  
Flamingo Lodge no. 751  
Brotherhood of Railway and Steamship Clerks,  
Freight Handlers, Express and Station Employees

Dear Sir and Brother:

The System Board of Adjustment, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, issued a bulletin dated January 16, 1963 and entitled "Strike Call and Instructions Pertaining to Conduct of Strike" time and date of strike, "Acting pursuant to the Constitution and Laws of our organization, a strike of the employees we represent on the Florida East Coast Railway is hereby called to commence on Wednesday, January 23, 1963, at 6 A. M., Eastern Standard Time." This bulletin is signed by Mr. F. W. Howard, General Chairman and approved by Mr. Geo. M. Harrison, Grand President and Mr. J. D. Bearden, Vice Grand President.

#### Article 2 -Protective Laws-

"Section 4. Any action taken by the Board of Adjustment in conformity with the foregoing Sections of this article shall be law to all members in the service of the employer involved, and members not complying therewith shall be subject to expulsion."

I, E. W. Pollard, being a member in good standing in Flamingo Lodge no. 751, Charge that Miss Anna

M. Wright, a member of Flamingo Lodge no. 751, violated Article 2, Section 4, of the Protective Laws of our Brotherhood, as set forth and in the stipulated manner as follows:

On or about June 10, 1963, Miss Anna M. Wright did accept and perform work for the strike-bound Florida East Coast Railway and did bid on and was assigned to Position of Stenographer-Clerk in the office of the Assistant Freight Traffic Manager, Miami, Florida, as per bulletin 1963-4, dated June 18, 1963, and signed by F. P. Oldfather, Assistant Freight Traffic Manager.

I make this charge in compliance with Article 10 Section 2, Statutes for the Government of Lodges.

Article 10 -Statutes for The Government Of  
Lodges-

Charges, Trials and Penalties

"Section 2. No member shall be placed on trial for any offence involving a fine, reprimand, suspension (except for nonpayment of dues), or expulsion except that he be first served with specific written charges, given a reasonable time to prepare his defence and afforded a full and fair hearing. Charges Specifying the offence shall be submitted to the lodge in writing, signed by a member in good standing, and a copy thereof promptly furnished the accused member by the Secretary of the Lodge."

Fraternally yours,

(Signed) E. W. POLLARD

E. W. Pollard

Membership card no. 444

**DEFENDANT'S EXHIBIT NN**

**THE FLORIDA TIMES-UNION, JACKSONVILLE,  
TUESDAY, JULY 21, 1964**

**IN RAIL-BLAST TRIAL****DEFENSE RESTS CASE  
WITHOUT TESTIMONY**

MIAMI, July 20 (UPI) — The defense rested without calling any witnesses today after it lost motions for an acquittal in the trial of four railroad workers charged with trying to blow up a Florida East Coast trestle last March 12.

Federal Judge Emmett C. Choate recessed the trial and scheduled closing arguments and his instructions to the jury for Tuesday.

Defense attorney Hilton Carr of Fort Pierce argued for acquittal on grounds that the government failed to prove an attempt to wreck any train serving in interstate commerce, and that there was attempted entrapment of the defendants through the use of recorders.

Miami-defense attorney Henry Carr, no relation to the other attorney, argued there was no evidence to show the defendants participated in any activity against the strike-plagued railway.

"I am going to let the jury decide this case. The court shouldn't take the decision away from the jury,"

Judge Choate said in ruling out the motions for acquittal.

The prosecution wound up its case by reading a letter in which one of the defendants said "a strike is like a war."

The defendants — John Katsikos, Hugh Winn, John Wesley Davis and Joseph Lee Vedder — went on trial a week ago on charges of violating the federal train wreck statute.

After fighting down defense objections, government attorneys today read a letter written last December by Katsikos to the National Carmen's Union in an appeal for funds to carry on a strike which stated in January 1963. The Carmen's Union was one of 13 non-operating unions which struck the FEC and Katsikos was recording secretary of Local 555.

"We are fighting your battle, too," the letter said. "That's why we need funds. A strike is like a war. It is an offensive and we have been on the defensive since we went out. When one declares war he should have his battle planned and be ready for war," the letter said.

V. EXHIBITS ATTACHED TO AFFIDAVITS OF  
EUGENE C. THOMPSON, DATED APRIL 15, 1964

EXHIBIT 1

FLORIDA EAST COAST RAILWAY COMPANY

*CERTIFIED MAIL - Return Receipt Requested  
Deliver to Addressee Only*

St. Augustine, Florida

July 31, 1963

2

Mr. W. F. Howard, General Chairman  
Brotherhood of Railway and Steamship Clerks  
Freight Handlers, Express and Station  
Employees  
1019 Colombo Street  
Jacksonville 7, Florida

Mr. J. E. Dubberly, General Chairman  
Brotherhood of Railroad Signalmen  
P. O. Box 6983  
Daytona Beach, Florida

Mr. C. L. Winstead, General Chairman  
Brotherhood of Maintenance of Way Employees  
218 West Church Street Building  
Jacksonville 2, Florida

Mr. C. J. Robbins, General Chairman  
American Train Dispatchers Association  
Route #1  
New Smyrna Beach, Florida

Mr. C. W. Puckett, President & Gen. Chrnm.  
The American Railway Supervisors Assn.  
4565 N. W. 4th Street  
Miami 44, Florida

Mr. R. M. Cooke, General Chairman  
Brotherhood Railway Carmen of America  
P. O. Box 34  
New Smyrna Beach, Florida

Mr. J. E. Miller, General Chairman  
Railroad Yardmaster of America  
411 N. E. 22nd Street  
Miami 37, Florida

Mr. Vernon E. Harrison, Gen. Chairman.  
Internation Association of Railway  
Employes  
417 West 16th Street  
Jacksonville 6, Florida

Mr. Claybourne Brecks, Gen. Chairmn.  
United Transport Service Employes  
(Red Caps)  
P. O. Box 6381 - Station B  
Miami 36, Florida

Mr. I. E. Hamilton, General Chairman  
The Order of Railroad Telegraphers  
725 Canal Street  
New Smyrna Beach, Florida

Mr. C. A. DuPont, Gen. Chrmn.  
Int. Bro. of Electrical Workers  
18 Poinciana Avenue  
St. Augustine, Florida

Mr. R. L. Lanier, General Chairman  
Sheet Metal Workers, Internation Assn.  
1658 Lakewood Road  
Jacksonville 7, Florida

Mr. T. B. Steadman, Gen. Chrmn.  
Int. Bro. of Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers &  
Helpers  
158 Cleveland Park Drive  
Spartanburg, S. C.

Mr. R. W. McDougall, Gen. Chrmn.  
International Association of Mechanists  
4631 Post Street  
Jacksonville 5, Florida

Mr. Ray Abner, Gen. Chrmn.  
International Brotherhood of Firemen  
and Oilers  
1004 Hoffman Building  
Louisville 2, Ky.

Mr. H. O. Van Arsdall, Sr., Gen. Chrmn.  
Brotherhood of Railroad Trainmen  
3030 N. W. 2nd Avenue  
Miami 37, Florida

Mr. Albert Florence, Gen. Chrnm.  
United Transport Service Employees  
(Train Porters)  
1445 Prince Street  
Jacksonville 9, Florida

Mr. W. S. Seltser, Gen. Chrnm.  
Dining Car Employees' Union, Local 351  
4306 South Michigan Avenue  
Chicago 53, Illinois

Received: Aug. 2, 1963

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FLORIDA EAST COAST RAILWAY COMPANY

Gentlemen:

"This will constitute notice, pursuant to the provisions of the Railway Labor Act, of desire to cancel the Union Shop Agreements with your Organizations, effective September 1, 1963.

It is our desire that conference on this proposal be held at the earliest practicable date and I suggest that the initial conference be held at 10:00 A. M., Friday, August 16, 1963, in the meeting room, ground floor, Building "A", General Offices, St. Augustine, Florida. In accordance with the provisions of Section 6 of the Railway Labor Act, please acknowledge receipt of this notice and advise if the proposed time, date and place for holding the initial conference are agreeable to you."

Yours very truly,

(Signed) R. W. WYCKOFF  
Assistant Vice President  
and Director of Personnel

RWW/jly



EXHIBIT 2

September 9, 1963

Mr. R. W. Wyckoff  
Asst. Vice President & Director of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

Dear Mr. Wyckoff:

The Board is in receipt of an application for mediation from the Brotherhood of Railroad Trainmen covering a dispute between that organization and the Florida East Coast Railway Company on the following subject:

"Carrier's notice of July 31, 1963 to cancel Union Shop Agreement."

Please furnish us promptly with any statement you may care to make on behalf of the company.

Very truly yours,

E. C. Thompson  
Executive Secretary

cc-to: Mr. Charles Luna, President  
Brotherhood of Railroad Trainmen  
Standard Building  
Cleveland, Ohio 44113

5-snd

EXHIBIT 3

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida,  
September 13, 1963.

2

Mr. E. C. Thompson, Executive Secretary,  
National Mediation Board,  
Washington 25, D. C.

Dear Mr. Thompson:

I have your letter of September 9, 1963, advising that the National Mediation Board is in receipt of application for mediation from the Brotherhood of Railroad Trainmen covering a dispute between that Organization and the Florida East Coast Railway involving the Railway's Notice of July 31, 1963 of desire to cancel Union Shop Agreements effective September 1, 1963, and inviting statement on behalf of the Railway.

Effective at 6:00 A. M., January 23, 1963, Eleven Cooperating Non-Operating Labor Organizations began a work stoppage against the Carrier over a wage dispute, the Organizations not directly involved in the work stoppage honoring the picket lines of the striking Unions. Since that time the Railway has resumed practically normal freight operations, utilizing supervisory personnel and new employees hired since the

strike began, in addition to a few employees who went out as a result of the strike but who subsequently returned to the active service of the Railway. While the employees presently performing service with the Railway apparently have no desire to be represented by the Labor Organization here involved, certain Organizations have utilized the Union Shop Agreements as a means of harassing these employees. For these reasons, Notice was served by the Railway under the provisions of Section 6 of the Railway Labor Act on July 31, 1963 of desire to cancel all Union Shop Agreements effective September 1, 1963, with conference thereon being scheduled for 10:00 A. M., Thursday, August 29, 1963, in the meeting room of the Monson Motor Lodge, 32 Bay Street, St. Augustine. Copy of the Railway's Notice of July 31, 1963 is attached as Carrier's Exhibit "A".

At the conference, Mr. C. L. Winstead, General Chairman of the Brotherhood Maintenance of Way Employees, acted as spokesman for the representatives of the Organizations involved, including the Brotherhood of Railroad Trainmen. Consistent with the Railway's practice, a Court Reporter was present to record the discussion ensuing on the subject Notice. Mr. Winstead, however, objected to his presence and requested that he be removed. It was pointed out to Mr. Winstead by the undersigned, representing the Railway, that the presence of a Court Reporter was not in violation of the spirit or intent of the Railway Labor Act, as he contended, but, instead, enabled the parties to have a record as to what actually transpired at the meeting and, therefore, it was simply a matter of good business to have a Court Reporter present. Mr. Winstead was also referred to

the fact that a number of matters, handled under the Railway Labor Act on this property, have been discussed in conferences in which a Court Reporter was present, involving not only Local Representatives but also Grand Lodge Officers of many of the Organizations on the property. In fact, as recently as July 24, 1963, a Court Reporter was present throughout a conference held on the property involving a matter being progressed under the Railway Labor Act, in which Mr. G. E. Leighty, President of the Order of Railroad Telegraphers and Chairman of the Railway Labor Executives Association, Mr. Michael Fox, President, Railway Employees' Department AFL-CIO, Mr. C. L. Dennis, Grand President, Grand Lodge, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, Mr. H. C. Crotty, President, Brotherhood of Maintenance of Way Employees, and Mr. A. J. Bernhardt, General President of the Brotherhood Railway Carmen of America, participated.

Notwithstanding the Railway's position that the presence of a Court Reporter was not in conflict with the spirit, intent or expressed provisions of the Railway Labor Act, as alleged by Mr. Winstead, all Organizational Representatives present, including that of the Brotherhood of Railroad Trainmen, refused to engage in negotiations on the Railway's Notice with a Court Reporter present, thus terminating conferences on the Notice. As a consequence, on September 9, 1963, following expiration of the ten-day period provided for by Section 6 of the Railway Labor Act without notice of request or proffer of the services of the Mediation Board, the Organizations involved were notified by Certified Mail of the cancellation of the Union Shop

Agreements. Copy of that letter is attached as Carrier's Exhibit "B".

Since the Organization involved has refused to enter into collective bargaining on the Railway's Notice of July 31, 1963, as required under the provisions of Section 6 of the Railway Labor Act, using the presence of a Court Reporter as an excuse to evade its responsibilities under that Act, it is the position of the Railway that the Organization is not now in position under the Railway Labor Act to request the mediatory services of the National Mediation Board.

Yours very truly,

(Signed) R. W. WYCKOFF  
Assistant Vice President and  
Director of Personnel.

RWW-1  
Encl.

Received: Sept. 17, 1963

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EXHIBIT 4

October 11, 1963  
Case No. A-7026

Mr. R. W. Wyckoff, Assistant Vice President  
Florida East Coast Railway Company  
St. Augustine, Florida

Mr. Charles Luna, President  
Brotherhood of Railroad Trainmen  
Standard Building  
Cleveland, Ohio

Gentlemen:

Reference is made to application for mediation filed by the Brotherhood of Railroad Trainmen on September 4, 1963 in dispute with the Florida East Coast Railway Company on the subject of carrier's notice of July 31, 1963 to cancel Union Shop Agreement.

The file was considered by the Board in executive session on October 8, 1963. There appears to be no question but that the notice was properly filed under Section 6 of the Railway Labor Act. The papers show the Brotherhood requested conferences but, under the conditions for such conferences set by the carrier, the organization's representative declined to participate in discussion of the notice. The Board, however, does not consider this to be a bar to docketing the organization's application for mediation on the question in dispute.

NMB Case No. A-7026 has been assigned to this application and you will be notified when the case is set for mediation.

**BY DIRECTION OF THE NATIONAL MEDIATION BOARD.**

E. C. Thompson  
Executive Secretary

4-etm

EXHIBIT 5

NATIONAL MEDIATION BOARD  
APPLICATION FOR MEDIATION SERVICES  
(File this Application in Duplicate)  
MB-455

TO THE NATIONAL MEDIATION BOARD,  
Washington, D. C.

A dispute has arisen between the parties shown below which has not been adjusted between them, and the services of the National Mediation Board under section 5, First, of the Railway Labor Act, are hereby invoked on the specific question set forth below. The approximate number of employees involved are 1200.

THE SPECIFIC QUESTION IN DISPUTE

Carrier's July 31, 1963 Notice for cancellation of Union Shop Agreements, effective September 1, 1963.

(If necessary extend question on additional sheet  
or attach exhibit)

PARTIES TO DISPUTE

FLORIDA EAST COAST RAILWAY COMPANY and  
ORGANIZATIONS listed in Appendix No. 1.

WORKING AGREEMENT

If an agreement governing rates of pay, rules, or working conditions is in effect, give name of parties thereto and date thereof. If there is no such agree-

ment, so state Various Schedule Agreements and uniform Union Shop Agreement dated November 5, 1953, effective December 1, 1953.

### COMPLIANCE WITH RAILWAY LABOR ACT

1. If this dispute involves change in the above-mentioned agreement, attach copy of the 30-day notice served by party desiring change and insert date of notice here See Appendix No. 2 for Notice.

2. If this dispute involves the negotiation of a new or supplemental agreement, attach copy of request made by party desiring same and insert date of request here \_\_\_\_\_

3. If there has been a refusal to confer, so state and give reason; otherwise, give date of last conference here: Conference terminated on August 29, 1963 account Carrier insisting all proceedings be recorded verbatim.

Signed at St. Louis, Missouri this 4th day of September, 1963.

Name \_\_\_\_\_ Name G. E. LEIGHTY  
(Signature of applicant) (Signature of applicant)

Title \_\_\_\_\_ Title Chairman  
Seventeen Cooperating Rail-  
way Labor Organizations

Name \_\_\_\_\_ Name \_\_\_\_\_  
(Signature of applicant) (Signature of applicant)  
Title, \_\_\_\_\_ Title \_\_\_\_\_



APPENDIX NO. 1

PARTIES TO DISPUTE

**Florida East Coast Railway**  
**and**  
**Railway Employees' Department, AFL-CIO**

Brotherhood of Railway Carmen of America

International Association of Machinists

International Brotherhood of Electrical Workers

Sheet Metal Workers' International Association

International Brotherhood of Boilermakers, Iron Ship  
 Builders, Blacksmiths, Forgers & Helpers

International Brotherhood of Firemen, Oilers, Help-  
 ers, Roundhouse & Railway Shop Laborers

Brotherhood of Railway and Steamship Clerks,  
 Freight Handlers, Express & Station Employees

Brotherhood of Maintenance of Way Employees

The Order of Railroad Telegraphers

Brotherhood of Railroad Signalmen

American Railway Supervisors Association, Inc.

Railroad Yardmasters of America

International Association of Railway Employees

United Transport Service Employees

Joint Council Dining Car Employees

EXHIBIT 6

September 9, 1963

Mr. R. W. Wyckoff  
Asst. Vice President & Director of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

Dear Mr. Wyckoff:

The Board is in receipt of an application for mediation from the Seventeen Cooperating Railway Labor Organizations covering a dispute between that organization and the Florida East Coast Railway Company on the following subject:

"Carrier's July 31, 1963 notice for cancellation of Union Shop Agreements, effective September 1, 1963."

For your information in connection with this application, there is attached, hereto, copy of Mr. Leighty's letter of September 4, 1963 transmitting this application together with copy of Appendix No. 1 which indicates the parties to this dispute.

Please furnish us promptly with any statement you may care to make on behalf of the company.

Very truly yours,

E. C. Thompson  
Executive Secretary

-attachment-

cc-to: Mr. G. E. Leighty, Chairman  
Seventeen Cooperating Railway Labor  
Organizations  
c/o The Order of Railroad Telegraphers  
3860 Lindell Boulevard  
St. Louis 8, Missouri

5-sad

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EXHIBIT 7

FLORIDA EAST COAST RAILWAY COMPANY

Sep. 17 8:44 A.M. '63  
National Mediation  
Board

St. Augustine, Florida,  
September 13, 1963.

2

Mr. E. C. Thompson, Executive Secretary,  
National Mediation Board,  
Washington 25, D. C.

Dear Mr. Thompson:

I have your letter of September 9, 1963, advising that the National Mediation Board is in receipt of application for mediation from Seventeen Cooperating Railway Labor Organizations covering a dispute between them and the Florida East Coast Railway involving the Railway's Notice of July 31, 1963 of desire to cancel the Union Shop Agreements effective Sep-

tember 1, 1963 and inviting statement on behalf of the Railway.

Effective at 6:00 A. M., January 23, 1963, Eleven Cooperating Non-Operating Labor Organizations began a work stoppage against the Carrier over a wage dispute, the Organizations not directly involved in the work stoppage honoring the picket lines of the striking Unions. Since that time the Railway has resumed practically normal freight operations, utilizing supervisory personnel and new employees hired since the strike began, in addition to a few employees who went out as a result of the strike but who subsequently returned to the active service of the Railway. While the employees presently performing service with the Railway apparently have no desire to be represented by the Labor Organization here involved, certain Organizations have utilized the Union Shop Agreements as a means of harassing these employees. For these reasons, Notice was served by the Railway under the provisions of Section 6 of the Railway Labor Act on July 31, 1963 of desire to cancel the Union Shop Agreements effective September 1, 1963, with conference thereon being scheduled for 10:00 A. M., Thursday, August 29, 1963, in the meeting room of the Monson Motor Lodge, 32 Bay Street, St. Augustine. Copy of the Railway's Notice of July 31, 1963 is attached as carrier's Exhibit "A".

At the conference, Mr/ C. L. Winstead, General Chairman of the Brotherhood Maintenance of Way Employees, acted as spokesman for the representatives of the Organizations here involved. Consistent with the Railway's practice, a Court Reporter was present to record the discussion ensuing on the subject

**Notice.** Mr. Winstead, however, objected to his presence and requested that he be removed. It was pointed out to Mr. Winstead by the undersigned, representing the Railway, that the presence of a Court Reporter was not in violation of the spirit or intent of the Railway Labor Act, as he contended, but, instead, enabled the parties to have a record as to what actually transpired at the meeting and, therefore, it was simply a matter of good business to have a Court Reporter present. Mr. Winstead was also referred to the fact that a number of matters, handled under the Railway Labor Act on this property, have been discussed in conferences in which a Court Reporter was present, involving not only Local Representatives but also Grand Lodge Officers of many of the Organizations involved in the present dispute. In fact, as recently as July 24, 1963, a Court Reporter was present throughout a conference held on the property involving a matter being progressed under the Railway Labor Act, in which Mr. G. E. Leighty, President of the Order of Railroad Telegraphers and Chairman of the Railway Labor Executives Association, Mr. Michael Fox, President, Railway Employees' Department AFL-CIO, Mr. C. L. Dennis, Grand President, Grand Lodge, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, and Mr. A. J. Bernhardt, General President of the Brotherhood Railway Carmen of America, participated.

Notwithstanding the Railway's position that the presence of a Court Reporter was not in conflict with the spirit, intent or expressed provisions of the Railway Labor Act, as alleged by Mr. Winstead, all Organizational Representatives present refused to engage in

negotiations on the Railway's Notice with a Court Reporter present and departed, thus terminating conferences on the Notice. As a consequence, on September 9, 1963, following expiration of the ten-day period provided for by Section 6 of the Railway Labor Act without notice of request or proffer of the services of the Mediation Board, the Organizations involved were notified by Certified Mail of the cancellation of the Union Shop Agreements. Copy of that letter is attached as Carrier's Exhibit "B".

Since the Organizations involved have refused to enter into collective bargaining on the Railway's Notice of July 31, 1963, as required under the provisions of Section 6 of the Railway Labor Act, using the presence of a Court Reporter as an excuse to evade their responsibilities under that Act, it is the position of the Railway that the Organizations are not now in position under the Railway Labor Act to request the mediatory services of the National Mediation Board.

Yours very truly,

(Signed) R. W. WYCKOFF

Assistant Vice President and  
Director of Personnel.

RWW-1

Encl.

## EXHIBIT 8

October 11, 1963  
Case No. A-7027

Mr. R. W. Wyckoff, Assistant Vice President  
Florida East Coast Railway Company  
St. Augustine, Florida

Mr. G. E. Leighty, Chairman  
17 Cooperating Railway Labor Organizations  
c/o The Order of Railroad Telegraphers  
3860 Lindell Boulevard  
St. Louis 8, Missouri

Gentlemen:

Reference is made to exchange of correspondence concerning application for mediation filed by Mr. Leighty in dispute between your respective carrier and organizations on the subject of carrier's notice of July 31, 1963 for cancellation of Union Shop Agreement effective September 1, 1963. These papers were reviewed by the Board in executive session on October 8, 1963.

As outlined in our letter of October 4, 1963, the Board does not agree with Mr. Wyckoff's position as set forth in his communication of September 13, 1963. The Board's records show that Mr. Leighty's application of September 4, 1963 was made within 10 days following termination of conferences on August 29, 1963, and the carrier was so notified in our letter of September 9, 1963. It is the Board's opinion that the carrier's position that the contracts are no longer in effect cannot be supported under the above record.

The Board has docketed Mr. Leighty's application for mediation as NMB Case No. A-7027 and a mediator will be assigned to handle at a date consistent with the Board's other commitments.

**BY DIRECTION OF THE NATIONAL MEDIATION BOARD.**

E. C. Thompson  
Executive Secretary

4-etm

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**EXHIBIT 9**

**FLORIDA EAST COAST RAILWAY COMPANY**

St. Augustine, Florida  
October 15, 1963  
2

Mr. E. C. Thompson, Executive Secretary  
National Mediation Board  
Washington 25, D. C.

Dear Sir:

I have your letter of October 11, 1963 concerning Case No. A-7027, in which you advise, in pertinent part, as follows:

"As outlined on our letter of October 4, 1963, the Board does not agree with Mr. Wyckoff's position as set forth in his communication of September 13, 1963. The Board's records show



that Mr. Leighty's application of September 4, 1963 was made within 10 days following termination of conferences on August 29, 1963, and the carrier was so notified in our letter of September 9, 1963. It is the Board's opinion that the carrier's position that the contracts are no longer in effect cannot be supported under the above record."

Notwithstanding the Board's decision, I must reiterate that it is the position of the Railway that the Union Shop Agreements between the Railway and the seventeen Cooperating Labor Organizations involved in this dispute have been canceled in accordance with the Railway's notices of July 31, 1963 and provisions of Section 6 of the Railway Labor Act. Should the Organizations be desirous of placing in effect new union shop agreements, such result can be obtained only by serving new notices and negotiating them or in the manner prescribed by said Section 6 of the Railway Labor Act.

Yours very truly,

(Signed) R. W. WYCKOFF  
Assistant Vice President and  
Director of Personnel

RWW/p

EXHIBIT 10

WESTERN UNION TELEGRAM

Oct. 25 8:27 A. M. '63  
National Mediation  
Board

EDA003 821A EDT OCT 25 63 NHC009 SPOCO74 SA108  
S LLU327 PD ST LOUIS MO 24 413P CDT  
E C THOMPSON, EXECUTIVE SECY NATIONAL  
MEDIATION BOARD, NATIONAL RIFLE ASSN.  
BLDG

1230 16 ST NORTHWEST WASHDC

THE NON-OPERATING ORGANIZATIONS FILED  
APPLICATION ON WEDNESDAY 23RD FOR MEDI-  
ATORY SERVICES OF YOUR BOARD IN DISPUTE  
WITH FLORIDA EAST COAST RAILWAY INVOLV-  
ING CARRIER'S SECTION 6 NOTICES DATED SEP-  
TEMBER 24TH TO SUPERSEDE EXISTING  
AGREEMENTS. CONFERENCES TERMINATED  
OCTOBER 18th. PLEASE NOTIFY CARRIER VIA  
WESTERN UNION MEDIATION HAS BEEN INVOK-  
ED

G E LEIGHTY CHAIRMAN CRLO  
(20).

## EXHIBIT 11

F-MD      DL PD              NMB      10/25/63 9:30am

R. W. WYCKOFF, ASST. VP, FLORIDA EAST  
COAST RAILWAY CO. ST. AUGUSTINE, FLA.

FOLLOWING WIRE RECEIVED FROM CHAIRMAN  
LEIGHTY "THE NON-OPERATING ORGANIZA-  
TIONS FILED APPLICATION ON WEDNESDAY  
23RD FOR MEDIATORY SERVICES OF YOUR  
BOARD IN DISPUTE WITH FLORIDA EAST COAST  
RAILWAY INVOLVING CARRIER'S SECTION 6 NO-  
TICES DATED SEPTEMBER 24TH TO SUPER-  
SEDE EXISTING AGREEMENTS. CONFERENCES  
TERMINATED OCTOBER 18TH. PLEASE NOTIFY  
CARRIER VIA WU MEDIATION HAS BEEN IN-  
VOKED." YOUR ATTENTION IS CALLED TO PRO-  
VISIONS OF SECTION 6 RAILWAY LABOR ACT  
AND PROMPT STATEMENT REQUESTED.

E C THOMPSON EXEC SECY NMB

4-ctm

EXHIBIT 12

THE ORDER OF RAILROAD TELEGRAPHERS

3860 Lindell Boulevard  
St. Louis, Mo.

G. E. Leighty  
President

Telephone  
Jefferson 3-8321

October 23, 1963

Mr. E. C. Thompson, Executive Secretary  
National Mediation Board  
Washington, D. C. 20572

MB-456  
Proposed Cancellation Seventeen  
Collective Bargaining Agreements  
*Florida East Coast Railway*

Dear Sir:

Enclosed herewith please find your NMB Form 2 and attached thereto our Appendix "A", representing the joint application of Seventeen Cooperating Railway Labor Organizations under Section 5, First of the Railway Labor Act, for the services of your Board in attempting to mediate a dispute between these Organizations and the Florida East Coast Railway.

This dispute involves a formal notice served on the Organizations listed on page 2 of the Carrier's formal notice which was served on them September 24, 1963 and concerns the desire of the Florida East Coast Railway to supersede the seventeen separate collective bargaining agreements covering wages and working conditions of the seventeen crafts with a uniform agreement which it proposes to have become effective October 25, 1963, a copy of which is attached as Appendix "A".

The Carrier proposed initial conference with all the Organizations on October 18, 1963, which was accepted by them as a date and time for conference. When the conference opened, however, it was discovered that the Carrier had brought into the conference a reporter and intended to record on a transcript all conversation that ensued. The Organizations objected to the presence of the reporter and to the recording of the conference which is contrary to all customary procedures under the Railway Labor Act in conferences between employers and employees and is not a requirement of that Act. When the Carrier insisted that if there was to be a conference the proceedings must be taken in transcript, the Organizations declined to proceed and the conference was thereupon terminated.

So far as I can recall the type of notice served here by this Carrier is unprecedented in the Railroad Industry; consequently, it is our desire that the application be docketed at once by the Board and mediation

proceedings be instituted at your early convenience.  
Will you please advise.

Yours respectfully,

(Signed) G. E. LEIGHTY  
Chairman  
Cooperating Railway Labor  
Organizations

Enclosures (2)

Mr. E. C. Thompson

October 23, 1963

cc: Messrs. G. M. Harrison  
C. L. Dennis  
G. E. Leighty  
H. C. Crotty  
Jesse Clark  
A. L. Hayes  
R. K. Berg  
E. H. Wolfe  
E. F. Carlough  
Gordon Freeman  
A. J. Bernhardt  
Anthony Matz  
R. C. Coutts  
J. P. Tahney  
M. G. Schoch  
E. F. Frazier  
E. S. Miller  
J. W. Whitaker  
Michael Fox  
Howard Pickett

J. W. Ramsey  
Erick Erickson  
H. Buoy  
J. W. O'Brien  
T. V. Ramsey  
J. B. Zink  
R. W. Smith  
L. P. Schoene  
E. L. Oliver  
Donald S. Beattie  
O. C. Jones  
I. E. Hamilton  
J. H. Hadley

*For Your Information:*

Messrs. R. E. Davidson  
H. E. Gilbert  
Louis Wagner  
Charles Luna  
N. P. Spiers

Received: Oct. 28, 1963

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THE  
UNIFORM WORKING AGREEMENT  
Between  
FLORIDA EAST COAST RAILWAY COMPANY  
And  
EMPLOYEES

Represented By

Brotherhood of Railway and Steamship Clerks,  
Freight Handlers, Express and Station Employees  
Brotherhood of Railroad Signalmen

Order of Railroad Telegraphers  
 System Federation No. 69 of the Railway Employees'  
 Department, AFL-CIO  
 International Association of Machinists  
 International Brotherhood of Boilermakers, Iron Ship  
 Builders, Blacksmiths, Forgers and Helpers  
 Sheet Metal Workers International Association  
 International Brotherhood of Electrical Workers  
 Brotherhood Railway Carmen of America  
 International Brotherhood of Firemen, Oilers, Help-  
 ers, Roundhouse and Railway Shop Laborers  
 American Railway Supervisors Association  
 Brotherhood of Maintenance of Way Employees  
 Railroad Yardmasters of America  
 American Train Dispatchers Association  
 International Association of Railway Employees  
 United Transport Service Employees  
 Dining Car Employees Union

### *PREAMBLE*

Except to the extent specifically restricted or limited by this Agreement the following rights of Management are possessed and shall be exercised exclusively and solely by the Florida East Coast Railway Company:

It shall be the sole right and prerogative of the Management to hire, lay off, promote, demote, transfer, suspend or discharge for cause, maintain discipline, establish, change and require observance of Company Rules and regulations, and maintain efficiency of the employees. In addition, the Management has the exclusive duty and right to manage



its business, to classify and direct the working force, to assign and reassign duties to jobs, determine procedural methods and equipment to be utilized, schedule the work week and work, determine the competence of employees and the number of employees to be assigned to a crew, job, task, station or post of duty and the number to be employed or retained in employment and to fix the starting times of jobs. There shall be no obligation on the part of the Management to continue any job and the Management may consolidate or reorganize or discontinue jobs or departments, and set up new departments; and create new job classifications and/or seniority sub-classifications. The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically set forth, the Management therefore, retaining all rights to plan, direct and control operation of its business not otherwise specifically covered by this Agreement. A Management decision not in violation of this Agreement, on any right of Management or on any matter stated in the contract to be in its judgment, shall not be the basis for grievance or claim.

## ARTICLE I

### SCOPE.

1. These rules shall govern rates of pay, rules and working conditions of employees assigned by the Carrier to job classifications listed in paragraph 4.

(The key number appearing in the column opposite each job classification identifies the representing labor organization.)

2. Employees covered by this Agreement shall perform any work assigned them by the Carrier, including work not normally performed by them in the job classifications to which the Carrier has assigned them. Assignment of an employee to work not normally performed by him in the job classification to which the Carrier has assigned him shall not be a grievance processable under these rules, and shall not constitute a dispute involving interpretation or application of these rules subject to redress in any forum, or by any means apart from processing grievances under these rules.

3. Nothing in these rules shall limit, nor be construed to restrict or suppress, the right of the Carrier to contract work (including work normally performed by employees assigned by the Carrier to job classifications listed in, or added to, paragraph 4) to independent contractors of the Carrier's sole selection.

4. Job classifications and rates of positions covered by this Agreement are: (These job classifications may be eliminated, consolidated or added to by the Railway as the requirements of the service demand).

## JOB CLASSIFICATION

JOB TITLE	STRAIGHT TIME RATE PER HOUR	REPRESENTING ORGANIZATION — (See Appendix "A" for key)
Enginehouse Foremen	\$3.90	15
Car Foremen	3.80	15
Machine Shop Foremen	3.80	15
Electrical Foremen	3.80	15
Dispatchers	3.65	4
Yardmasters	3.65	5
Maintenance of Equip. Gang	3.25	15
Signal Foremen	2.95	8
Bookkeepers	2.95	2
Machine Programmers	2.95	2
Accountants	2.90	2
Welder	2.80	7 or 13
Rate & Division Clerk	2.80	2
Freight Accountant	2.80	2
Signalmen	2.75	8
Machine Operator (IBM)	2.75	2
Rate & Adjustment Clerk	2.75	2
Voucher Clerk	2.75	2

Equipment Repairmen	2.70	17
Machinist	2.70	9
Carmen	2.70	13
Sheet Metal Worker	2.70	11
Electrician	2.70	12
Boiler Maker	2.70	10
Blacksmith	2.70	10
Division Clerk	2.70	2
Requisition Clerk	2.70	2
Specialized B & B Foremen	2.65	7
Specialized Roadway Foremen	2.65	7
Claim Clerk	2.65	2
AAR Clerk	2.65	2
Maintenance Foremen	2.60	7
Signalman Helper	2.60	8
Apprentice First Class	2.60	17
Account Clerk	2.60	2
Cashier-Teller	2.60	2
O. S. & D. Clerk	2.60	2
Crew Caller	2.60	2
Purchasing Clerk	2.60	2
Quotation Clerk	2.60	2
Ticket Refund Clerk	2.60	2
Agent Operator Class I	2.60	3
B & B Gang Foremen	2.55	7
Roadway Gang Foremen	2.55	7
Agent Operator, Class I	2.55	3
Jr. Quotation Clerk	2.55	2
Jr. Claim Clerk	2.55	2
Stenographer	2.55	2

Machine Operator, Heavy	2.50	7
Agents	2.50	3
Warehouse Foremen	2.50	2
Ticket Clerk Operator	2.50	3
Bridgemen	2.45	7
Carpenters	2.45	7
General Clerks	2.45	2
Operators	2.45	3
Reservation Clerks	2.45	2
Yard Clerks	2.45	2
Apprentice Second Class	2.45	17
Machine Operator Light	2.40	7
Bridge Tender, Class I	2.40	7
Welder Helpers	2.40	7 or 13
Ticket Clerks	2.40	2
Clerk	2.40	2
M/E Shop Helpers	2.40	7
M/E Helpers	2.40	1
Baggage Clerks	2.35	2
Apprentice Third Class	2.35	17
Equipment Repairman Helper	2.35	17
Apprentice	2.35	7, 8 or 17
Key Punch Operator	2.35	2
Ticket Stock Clerks	2.30	2
Utility Clerks	2.30	2
Apprentice, Fourth Class	2.25	17
Bridgemen Helpers	2.20	7
Carpenter Helpers	2.20	7
Bridge Tender, Class II	2.20	7

Freight Checkers	2.15	2
Laborers	2.10	2, 7 or 14
Switchboard Operators	2.10	2
Messengers	2.10	2
Station Porters	2.10	2
Red Caps	2.10	6
Crossing Watchman	2.10	7
Cooks	2.10	7
Train Porters	2.00	6
Train Attendants	2.00	16
Train Maids	2.00	16

**EXCEPTIONS:** The Railway may, at its discretion, designate positions in any craft as "Excepted", following which those positions will no longer be subject to the rules of this Agreement.

## ARTICLE II

### SENIORITY

(a) Seniority date for new employees will be established as of the date of entering the service. The date of "entering the service" will be the date on which an employee qualifies for service.

Existing seniority rosters will be detailed to create the following master seniority groups:

- I - MAINTENANCE OF WAY EMPLOYEES.
- II - MAINTENANCE OF EQUIPMENT EMPLOYEES.
- III - OFFICE AND CLERICAL EMPLOYEES.
- IV - STATION AND MISCELLANEOUS EMPLOYEES.

Each employee will hold seniority in one master seniority group. \*(See exception). Classifications of each master seniority group will be made in accordance with job classifications. Employees will be placed on sub-classification seniority lists in accordance with their individual qualifications at such time as they demonstrate those qualifications and are approved by the supervisory officer in charge. To qualify for a sub-classification seniority list, an employee must acquaint himself with the work and demonstrate his qualifications to the supervisory officer in charge without expense to the Railway. The Railway will give those desiring to qualify for another sub-classification seniority list an opportunity to learn the work and requirements of such group.

(b) A seniority date on sub-classification seniority lists will correspond with the seniority date of the individual involved on the master seniority list, i. e., each individual employee having only one seniority date irrespective of the time that he qualifies for entry upon a given sub-classification seniority list. This will not prevent employees from qualifying for two or more sub-classification seniority lists, except that an employee must establish seniority in at least one additional sub-classification during each 5-year period and failing to do so will be barred from establishing seniority in additional sub-classifications.

(c) The Railway may, as requirements of the service dictate, establish new sub-classification seniority lists or may consolidate existing sub-classification seniority lists.

When consolidations are made, a consolidated sub-classification seniority list will be issued, dovetailing the employees in seniority sequence in accordance with their qualifications. When divisions are made a separate sub-classification seniority list for each sub-classification will be issued, listing employees in seniority sequence according to their qualifications on each new sub-classification.

(d) Seniority lists will be published July 1 of each year and will be open to protest for a period of sixty (60) days from date of posting and, upon presentation of proof of error by an employee, or his representative, such error will be corrected. Seniority dates of all employees shown will be considered as permanently established, except as may be corrected as a result of protest filed within the sixty (60) day period after posting.

\*NOTE: Transportation Operating Employees covered by Agreement with B. of L.E., B.L.F. & E., O.R.C. & B. and B.R.T. may also qualify in the Yardmaster sub-classification.

(e) An employee of the Railway covered by this Agreement promoted to an excepted or official position with the Railway, or accepting such position with one of the Organizations parties hereto, will retain his seniority rights provided such rights are ex-



exercised within ninety (90) days of the date that he is released from such official position, unless he obtains additional leave in accordance with the provisions of Article IV.

(f) Sub-classification seniority lists are hereby established as follows:

### *I - MAINTENANCE OF WAY EMPLOYEES*

#### *I-A - Foremen*

- I-A-1 - Signal Foremen
- I-A-2 - Specialized Roadway Foremen
- I-A-3 - Specialized B. & B. Foremen
- I-A-4 - Maintenance Foremen
- I-A-5 - Roadway Gang Foremen
- I-A-6 - B. & B. Gang Foremen

#### *I-B - Mechanics*

- I-B-1 - Welders
- I-B-2 - Signalmen
- I-B-3 - Equipment Repairmen
- I-B-4 - Heavy Machine Operators
- I-B-5 - Bridgemen
- I-B-6 - Carpenters
- I-B-7 - Light Machine Operators
- I-B-8 - Bridge Tenders Class I

#### *I-C - Helpers*

- I-C-1 - Signalman Helpers
- I-C-2 - Welder Helpers
- I-C-3 - Equipment Repairman Helpers
- I-C-4 - Carpenter Helpers
- I-C-5 - Bridgeman Helpers
- I-C-6 - Bridge Tenders Class II

- I-C-7 - Apprentice
- I-C-8 - Crossing Watchmen

*I-D - Laborers*

- I-D-1 - Laborers
- I-D-2 - Cooks

**II - MAINTENANCE OF EQUIPMENT  
EMPLOYEES**

*II-A - Foremen*

- II-A-1 - Enginehouse Foremen
- II-A-2 - Car Foremen
- II-A-3 - Machine Shop Foremen
- II-A-4 - Electrical Foremen
- II-A-5 - Gang Foremen

*II-B - Mechanics*

- II-B-1 - Machinists
- II-B-2 - Carmen
- II-B-3 - Sheet Metal Workers
- II-B-4 - Electricians
- II-B-5 - Boilermakers
- II-B-6 - Blacksmiths

*II-C - Apprentice Mechanics*

- II-C-1 - Machinist Apprentices
- II-C-2 - Carmen Apprentices
- II-C-3 - Sheet Metal Workers Apprentices
- II-C-4 - Electrician Apprentices
- II-C-5 - Mechanics Apprentices

*II-D - Helpers*

- II-D-1 - Helpers and Shop Helpers  
(All Classifications)

**II-E - Laborers**

III-E-1 - Laborers (All Classifications)

**III - OFFICE AND CLERICAL EMPLOYEES**

**III-A - Transportation**

- III-A-1 - Dispatchers
- III-A-2 - Yardmasters
- III-A-3 - Account Clerk
- III-A-4 - Cashier
- III-A-5 - O. S. & D. Clerk
- III-A-6 - Crew Caller
- III-A-7 - Agent-Operator - Class I
- III-A-8 - Agent-Operator - Class II
- III-A-9 - Stenographer
- III-A-10- Agent
- III-A-11- Bill Clerk
- III-A-12- Warehouse Foreman
- III-A-13- Ticket Clerk-Operator
- III-A-14- General Clerk
- III-A-15- Operator
- III-A-16- Yard Clerk
- III-A-17- Ticket Clerk
- III-A-18- Baggage Clerk
- III-A-19- Utility Clerk
- III-A-20- Freight Checker
- III-A-21- Switchboard Operator
- III-A-22- Messenger

**III-B - Accounting**

- III-B-1 - Machine Programmer
- III-B-2 - Accountant
- III-B-3 - Rate and Division Clerk
- III-B-4 - Freight Accountant
- III-B-5 - Machine Operator (IBM)

- III-B-6 - Bookkeeper
- III-B-7 - Voucher Clerk
- III-B-8 - Division Clerk
- III-B-9 - Rate Clerk
- III-B-10- Claim Clerk
- III-B-11- Account Clerk
- III-B-12- Stenographer
- III-B-13- General Clerk
- III-B-14- Jr. Claim Clerk
- III-B-15- Clerk
- III-B-16- Key Punch Operator

*III-C - Traffic*

- III-C-1 - Rate and Adjustment Clerk
- III-C-2 - Quotation Clerk
- III-C-3 - Ticket Refund Clerk
- III-C-4 - Jr. Quotation Clerk
- III-C-5 - Stenographer
- III-C-6 - General Clerk
- III-C-7 - Reservation Clerk
- III-C-8 - Ticket Stock Clerk
- III-C-9 - Utility Clerk

*III-D - Maintenance of Way, Maintenance of  
Equipment and Stores*

- III-D-1 - Requisition Clerk
- III-D-2 - A. A. R. Clerk
- III-D-3 - Purchase Clerk
- III-D-4 - Stenographer
- III-D-5 - General Clerk
- III-D-6 - Utility Clerk

#### IV - STATION AND MISCELLANEOUS EMPLOYEES

IV-A-1 - Station Porters, Red Caps and  
Laborers

IV-A-2 - Train Porters and Train  
Attendants

IV-A-3 - Train Maids

#### ARTICLE III

##### WORK STOPPAGES.

In the event any dispute shall not be resolved by recourse to the procedures prescribed by the Railway Labor Act of 1926, as amended from time to time, it is agreed that no work stoppage shall occur unless, and until, a secret ballot shall have been taken of all employees represented by the contracting labor organization, establishes that a majority of the employees represented by the contracting labor organization has voted to stop work. If any such work stoppage occurs, secret ballots shall thereafter be taken in the manner described, not less frequently than once each thirty (30) calendar days dating from commencement of the work stoppage, to determine whether a majority of the employees represented by the contracting labor organization has voted to continue, or has voted to terminate the work stoppage (in which case it shall cease, and all of such employees shall return to work under the provisions of this Agreement and in accordance with their seniority).

## ARTICLE IV

### LEAVE OF ABSENCE.

(a) Leaves of absence will, upon written request, be granted at the discretion of the Management, if the employee can be spared, provided, however, that except in cases of personal sickness or disability, employees will not be granted leaves of absence exceeding ninety (90) days in a calendar year. Employees on leave of absence account personal sickness or disability, supported by certificate of reputable physician if requested by the Management, will be granted leave to the extent dictated by the sickness or disability involved, but employees on leave account sickness or disability engaging in outside employment will forfeit their employment relationship with the Railway except in cases of the Chief Medical Examiner of the Railway barring an employee for physical reasons.

(b) Employees returning to service after having laid off with permission or from leave of absence must notify the proper authority not less than twenty-four (24) hours before reporting time for their runs or jobs.

## ARTICLE V

### ADVERTISING RUNS, JOBS OR VACANCIES

(a) New runs or jobs and permanent vacancies will be advertised for a period of five (5) calendar days including date of advertisement. Assignments will be made at 12:01 P.M. on the sixth (6th) day

with the senior qualified employee, who has made written application, being assigned thereto. Bids will be accepted only from those employees who have seniority in the sub-classification in which the run, job or vacancy is classified, the bulletin to designate such is known sufficiently in advance, advertisement will be issued, if practicable, so that bids may close prior to the effective date. When not advertised in advance, runs, jobs or permanent vacancies during the period of advertisement will be filled by a senior qualified applicant not holding a regular assignment. When it is known in advance that a vacancy will exist for thirty (30) days or more it will be advertised as a permanent vacancy. If an employee requests leave of absence for thirty (30) days or more and returns to service before expiration of the thirty-day (30) period, he will be required to take the same job he vacated, even though a senior employee has bid the assignment he vacated and all employees who have changed assignments as a result of the vacancy having been advertised as a permanent vacancy will return to their former assignments, except as specifically provided herein below.

(b) In the event no applications are received, the senior qualified employee holding seniority in the sub-classification involved, not holding a run, job or vacancy, will be forced to the run, job or vacancy and will remain thereon until displaced through the exercise of seniority or by bidding upon and becoming assigned to another permanent run, job or vacancy.

(c) If an employee is absent on authorized leave during the entire time any run, job or vacancy is advertised for assignment, or during the time that a

temporary vacancy is open for application and, for that reason, did not apply therefor, upon reporting for service he may, if qualified and holds seniority in the sub-classification involved, displace a junior employee who has been assigned to such run job or vacancy during his absence, provided he makes application within (4) days after reporting and then only if he does not otherwise exercise his seniority rights. A junior employee displaced as a result may then exercise his seniority in like manner.

(d) If an employee not holding a regular assignment does not bid upon, or if he bids upon and is the successful applicant but does not protect, a vacancy, run, or job for any reason except for having been on authorized leave of absence, he will be barred from displacing the junior employee who bids in the assignment until such time as he has displacement rights from another regular assignment.

(e) Temporary vacancies of less than thirty (30) days' duration will not be advertised. Such vacancies will be filled by the senior qualified employee holding seniority in the sub-classification involved who is not regularly assigned. Such employee will remain thereon until he is displaced through the exercise of seniority, or he bids upon and becomes assigned to another permanent run, job or vacancy, or the temporary assignment expires. At the expiration of such temporary assignment, the incumbent will be permitted to exercise seniority over any junior employee in the sub-classification in which he holds seniority holding a run, job or vacancy, either permanent or temporary, which develops during the period he was on the temporary assignment.



(f) Unassigned employees who have not performed service with the Railway for a period of thirty (30) days or more will be given seven (7) calendar days in which to report for service from the time of recall with the understanding that the Management has the right to use any junior employee available until the recalled employee reports for duty, without penalty accruing to the Railway. Any unassigned employee who has performed service with the Railway within a period of thirty (30) days will be required to report for duty when notified within twenty-four (24) hours, unless leave of absence is granted, or forfeit his seniority with the Railway.

(g) Employees entitled to bulletined positions will be allowed thirty (30) working days in which to qualify, and failing shall retain all their seniority rights, may bid on any bulletined position, but may not displace any regularly assigned employee. When it is definitely determined that the employee cannot qualify (the supervisory officer to be the determining judge) he may be removed before the expiration of thirty (30) working days. After an employee has been assigned to, and performed actual service on, a position in excess of thirty (30) working days, disqualification from the position may be effected only if a formal investigation is conducted under the provisions of Article XIII and the evidence adduced thereby supports such action.

(h) Positions may be established or abolished at any time, consistent with the requirements of the service.

## ARTICLE VI

### *BASIS OF PAY*

Basis of pay on all runs, jobs or assignments will be on an hourly rate, eight (8) hours, excluding meal period where granted, constituting a day's work, except as otherwise specifically provided in this Agreement. Work in excess of eight (8) hours in one tour of duty on each day or regular assignment, or in extra service, will be paid for at time and one-half rate.

Regular assignments will be on a five (5) or six (6) day work week basis in accordance with the requirements of the service. Rest days will be on Saturday and/or Sunday, if conditions permit.

## ARTICLE VII

### *REDUCING FORCES*

When forces are reduced, fitness, ability and seniority will prevail.

## ARTICLE VIII

### *BEGINNING AND ENDING OF DAY*

In all service, the time of employees covered by this Agreement will commence at the time they are required to report for duty and shall continue until they are relieved from duty, except as specifically provided to the contrary herein.

## ARTICLE IX

## INCREASING FORCES SUBSEQUENT TO REDUCTION

Employees laid off in reduction of force will retain their seniority and will be returned to service in the order of their fitness, ability, qualifications and seniority, provided they file their names and addresses with the employing officer or other properly designated official at time of lay-off, advise him of any change therein, and report for service promptly, but not later than seven (7) days after being notified by mail at the last address on file.

## ARTICLE X

## REPRESENTATION

The term "duly accredited representative" or "accredited, representative" as used in this Agreement shall be understood to mean the regularly constituted committee, or officers of organizations parties to this Agreement.

## ARTICLE XI

## EXERCISE OF SENIORITY

Seniority rights of employees covered by these rules may be exercised only in case of vacancy, new positions, reduction in force or when displaced by senior employee, except as provided in Article V(c). Employees displaced, whose seniority rights entitle them to regular positions, shall assert such rights within

seven (7) calendar days. Employees who do not possess seniority to displace another employee or who do not assert their displacement rights within the prescribed time limit will be considered as furloughed.

## ARTICLE XII

### STARTING TIME

The starting times of employees will be governed by the requirements of the service.

## ARTICLE XIII

### DISCIPLINE

(a) An employee who has established a seniority date will not be disciplined or dismissed without first being given a fair and impartial hearing, except in cases in which the Management considers the offense sufficiently serious the employee involved may be suspended pending hearing and decision, or when the employee admits responsibility in writing and waives hearing. Reprimands and demerits and further action thereon will be applied in the manner prescribed in paragraph (h) of this Article.

(b) At the hearing the employee involved may be assisted by an employee of his choice of his craft within the scope of the Agreement or a duly accredited representative of his organization. The hearing will be held within ten (10) calendar days from the date the employee is charged with the offense, or held out of service. Decision will be rendered within ten (10) calendar days after completion of the investi-

gation and hearing. Written notice of the hearing and purpose thereof will be sent to the employee at least forty-eight (48) hours in advance of the time set for the hearing to permit him to have witnesses and representatives of his choice present. The time limits provided in this paragraph may be extended by mutual consent.

(c) A transcript of all evidence recorded at the hearing will be furnished the employee, if disciplined, upon his request.

(d) If the charge against the employee is not sustained it shall be stricken from the record. If by reason of such unsustained charge the employee has been removed from the position he held, reinstatement will be made to his former position, provided a senior employee, because of force reduction, or under his displacement rights, has not been awarded such former position in the interim, or it has not been abolished, and payment of wages lost will be allowed on the basis of straight time for each working day held out of service, less any amount he may have earned in or out of the service of the Railway during such time.

(e) If the position has been abolished or if a senior employee, because of force reduction or under his displacement rights, has been awarded the position of the reinstated employee the latter shall place himself in a position in accordance with his seniority rights in the same manner that he would have exercised such rights had he not been out of the service, and will be compensated for the net wage loss at the rate of that position, less any amount he may have

earned in or out of the service of the Railway during such time.

(f) If an employee considers himself unjustly disciplined, or is dissatisfied with the decision referred to in paragraph (a) of this rule, he has the right to appeal in succession up to and including the highest official designated by the Management to handle such cases, provided written notice of appeal is given the official rendering the decision appealed from, within thirty (30) calendar days from the date of the issuance of the decision. This appeal may be made by himself or his duly accredited representative and shall be governed by the provisions of the Time Limit Rule.

If no such appeal is made within that time the case will be considered closed and thereafter barred.

(g) The Railway will not be expected to have present at an investigation employee witnesses who have no personal knowledge of the matter being investigated.

(h) Efficiency will be maintained by reprimand, demerits, or dismissal from the service.

An individual account will be opened with each employee on a record to be kept especially for that purpose in the Office of the Assistant Vice President and Director of Personnel; an entry will be made on such record in each case of neglect of duty, violation of the rules or of good practices, accidents, improper conduct, etc., the same to be determined by the supervisory officer in charge.

Good judgment in emergencies, acts of heroism, loyalty to the service, and other meritorious conduct, will be made matter of record and fully considered in determining the standard of the employee. The record will also be taken into account when the question of promotion is under consideration.

A perfect record is one against which no unfavorable entry has been made. A clear record is one on which unfavorable entries have been cancelled.

Any employee may examine his own record at the Assistant Vice President and Director of Personnel's Office during business hours, but the record will be open to none other excepting the Division and General Officers of the Company.

It not practicable for an employee to visit the office, a transcript of his record will be sent him upon personal request.

A reprimand or demerit will not be noted against an employee's record without written notice to him.

Not less than five demerits will not be noted against multiples of five, but in no case to exceed thirty demerits for any one offense.

Reprimands and demerits placed against the record of an employee, will be cancelled by satisfactory service for various periods, as follows:

- (a) A reprimand will be cancelled by a clear record of three months.

- (b) Five demerits will be cancelled by a clear record of six months.
- (c) Ten demerits will be cancelled by a clear record of nine months.
- (d) Thirty demerits will be cancelled by a clear **record of one year.**
- (e) Sixty demerits will be cancelled by a clear record of eighteen months.

An accumulation of ninety (90) demerits will be taken as evidence that the employee is not rendering satisfactory service, and suspension from duty will follow the actual notice of the entry of the ninetieth or more demerit, at which time the entire record will be reviewed and such further action taken as the circumstances warrant. If an appeal of any demerit entry it should be determined that the demerits were not justified, reducing the total below ninety, the provision of ARTICLE XIII (d) will apply.

**Disloyalty, dishonesty, desertion, intemperance, immorality, insubordination, incompetency, willful neglect, inexcusable violation of rules resulting in endangering or destroying Company property, jeopardizing the safety of employees or public, making false statements, or concealing facts concerning matters under investigation will, as heretofore, subject the offender to summary dismissal.**

No change will be made in the practice of consideration of offenses by the supervisory officer in charge and, ordinarily, no action will be taken until investigation is completed. In cases of intoxication on duty, insubordination, or vicious conduct, em-



ployees will be taken out of the service pending final decision.

Superintendent will issue bulletins once a month, posting them at District and Division terminals. These bulletins are intended to be educational. They will give a brief account of certain violations that resulted in entries being made on records, stating how the trouble or damage could have been avoided - omitting names of persons at fault. Employees are requested to study these bulletins with care, that they may profit by the experience of others.

#### ARTICLE XIV

##### *TIME LIMITS FOR HANDLING CLAIMS AND GRIEVANCES.*

(a) Grievances shall be made in writing within sixty (60) days from the date of the occurrence on which the particular grievance is based. If not filed within said sixty (60) day period, the grievance is barred.

(b) Unless claims are made in writing within sixty (60) days of the date of the occurrence on which the particular claim is based, all claims for compensation shall be limited to the thirty (30) day period next prior to the filing of the same and the remainder of the claim outside of the thirty (30) day period shall be barred.

(c) Decisions by subordinate officers shall be made in writing within thirty (30) days from the date

grievance or claim is received, or within thirty (30) days from the date of conference if one is had thereon, and any appeals therefrom shall be made in writing within thirty (30) days from the date of the decision.

(d) Decisions by the Assistant Vice President and Director of Personnel shall be made in writing, as promptly as possible, and shall be final and binding unless within thirty (30) days after the date of written notice of such decision that officer is notified in writing that his decision is not accepted.

In the event of such notification all grievances or claims involved in such decisions shall be barred unless referred to the appropriate tribunal provided by law within six months from the date of the decision of the Assistant Vice President and Director of Personnel.

(e) All claims of the Railway against employees for overpayment shall be barred unless the Railway shall give notice of such overpayment to the employee involved within sixty (60) days from the date of making such overpayment.

#### ARTICLE XV

##### *ATTENDING COURT, INQUESTS, ETC.*

An employee attending court, inquests, investigations or hearings under instructions from the Railway, as witnesses for Railway, will be paid for each day **so held the equivalent of his regular assigned hours** at pro rata rate for assigned work days and actual time not exceeding eight hours at pro rata rate

for assigned rest days, plus actual expenses while away from home. Extra or unassigned employees attending court, inquests, investigations or hearings under instructions from the Railway, as witnesses for the Railway, will be allowed a minimum day at the rate of the position on which service was last performed prior to such attendance for each calendar day used as a witness. Free transportation to away-from-headquarters point will be furnished but pay for dead-heading will not be allowed. Fees and mileage accruing will be assigned to the Railway. This rule has no application to an employee instructed by the Railway to attend a hearing of charges against him.

#### ARTICLE XVI

##### *FREE TRANSPORTATION.*

Employees covered by this Agreement and those entirely dependent upon them for support will be given the same consideration in granting free transportation as is granted other employees in the service.

#### ARTICLE XVII

##### *EXAMINATIONS.*

Instructions of supervisory officers of the Railway to employees to undergo physical or mental examinations shall be promptly complied with, the Company to pay for any such examinations made at its direction. The Company reserves the right to select its own medical examiner or physician. No compensation shall be due an employee for undergoing examination.

## ARTICLE XVIII

## VACATIONS.

1. (a) Effective with the calendar year 1963, an annual vacation of one (1) week with pay, or pay in lieu thereof, will be granted to each employee of the Florida East Coast Railway Company who renders compensated service as an employee of the Florida East Coast Railway Company on not less than one hundred sixty (160) days during the preceding calendar year with qualifying days being computed on the basis of one (1) day for each tour of duty of eight (8) hours and overtime if any.

(b) Effective with the calendar year 1963, an annual vacation of two (2) weeks with pay, or pay in lieu thereof, will be granted to each employee of the Florida East Coast Railway Company who renders compensated service as an employee of the Florida East Coast Railway Company on not less than one hundred sixty (160) days during the preceding calendar year and who has five (5) or more years of continuous service with the Florida East Coast Railway Company and has rendered compensated service on not less than 800 days in said five year period with qualifying days being computed on the basis of one (1) day for each tour of duty of eight (8) hours and overtime if any.

(c) Effective with the calendar year 1963, an annual vacation of three (3) weeks with pay, or pay in lieu thereof, will be granted to each employee of the Florida East Coast Railway Company who renders compensated service as an employee of the Flori-

da East Coast Railway Company on not less than one hundred sixty (160) days during the preceding calendar year and who has fifteen (15) or more years of continuous service with the Florida East Coast Railway Company and has rendered compensated service on not less than 2,400 days in said fifteen year period **with qualifying days being computed on the basis of one (1) day for each tour of duty of eight (8) hours and overtime if any.**

(d) Continuous employment is broken by voluntary resignation, discharge for cause, or any other voluntary separation from the service.

2. (a) The vacation period due in any one year must be taken during that year - vacation periods being neither accumulative nor transferable.

(b) The Company reserves the right to schedule the vacation period for each employee, as well as to generally administer the vacation plan, in accordance with the above provisions, with the understanding, of course, that vacation periods will be scheduled to the greatest extent possible, commensurate with the requirements of the service, on the seniority principle.

## ARTICLE XIX

### VACATION PAY.

(a) The amount of vacation pay for the vacation period for one (1) year employee shall be the equivalent of forty (40) hours pay at the rate of the last service performed prior to the beginning of the vaca-

tion period, or  $1/52$  of his prior year's earnings, whichever is the greater.

(b) The amount of vacation pay for the vacation period of each five (5) year employee shall be the equivalent of eighty (80) hours' pay at the rate of the last service performed prior to the beginning of the vacation period, or  $1/26$  of his prior year's earnings, whichever is the greater.

(c) The amount of vacation pay for the vacation period of each fifteen (15) year employee shall be the equivalent of 120 hours' pay at the rate of the last service performed prior to the beginning of the vacation period, or  $3/52$  of his prior year's earnings, whichever is the greater.

## ARTICLE XX

### RETIREMENT:

(a) Effective six (6) months following the date of this Agreement seniority rights of all employees shall terminate and they shall not be permitted to work as employees of the Railway after the last day of the calendar month in which they attain the age of 70, except that this mandatory retirement age shall be progressively lowered until it is 65, effective July 1, 1968, in accordance with the following schedule:

July 1, 1964 - 69 years of age  
July 1, 1965 - 68 years of age  
July 1, 1966 - 67 years of age  
July 1, 1967 - 66 years of age  
July 1, 1968 - 65 years of age

(b) Employees attaining stated ages under the formula cited above shall terminate their seniority rights and they shall not be permitted to work in that capacity after the last day of the calendar month in which the age is attained.

## ARTICLE XXI

### HOLIDAY PAY.

(a) All rates of pay as adjusted (see Article I) reflect payment, at straight time rate, for the following holidays:

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

NOTE: Should any specified holiday fall on Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday.

(b) No allowances will be due for holiday pay unless service is performed on a designated holiday, in which event the employee performing the service will be allowed pay at the time and one-half rate of the position on which service is performed.

## ARTICLE XXII

### HEALTH AND WELFARE BENEFITS AND INSURANCE.

All employees covered by this Agreement will be eligible for Employee Health Insurance Benefits, Dependents Health Insurance Benefits and Employee Life Insurance Benefits, said plan to be established and administered by the Management of the Company.

## ARTICLE XXIII

### NEW EMPLOYEES.

An applicant for employment, who enters the service of the Railway, will be accepted or rejected within forty-five (45) days from the date he establishes seniority. If not notified to the contrary within the time stated, it will be understood his application has been accepted. In the event of applicant giving materially false information, the forty-five (45) day time limit will not apply.

## ARTICLE XXIV

### ELECTRIC LANTERNS.

(a) All employees whose work requires it will equip themselves, at their own expense, with electric lanterns, and, at their own expense, keep the same in good repair, and when necessary, at their expense, provide renewals of same.



(b) The Railway agrees that it will participate to the extent of 50% of the cost of the batteries and bulbs necessary to service the electric lanterns to be provided by the employees above.

## ARTICLE XXV

### INTERMITTENT SERVICE.

(a) Where service is intermittent, eight (8) hours' actual time on duty within a spread of twelve (12) hours shall constitute a day's work. Employees filling such positions shall be paid overtime for all time actually on duty or held for duty in excess of eight (8) hours from the time required to report for duty to the time of release within twelve (12) consecutive hours computed continuously from the time first required to report until final release. Time shall be counted as continuous service in all cases where the interval of release from duty does not exceed one (1) hour.

(b) Exception to the foregoing paragraph shall be made for individual positions when agreed to between the Management and duly accredited representatives of the employees. For such exceptioned positions the foregoing paragraph shall not apply.

(c) Employees covered by this rule will be paid not less than eight (8) hours within a spread of twelve (12) consecutive hours.

*ARTICLE XXVI**MEAL PERIOD.*

The regular meal period shall not be less than thirty (30) minutes or more than one (1) hour, except in cases of emergency, or where assignments require eight (8) hours of continuous labor, in which case not to exceed twenty (20) minutes will be allowed therein in which to eat, without deduction in pay.

*ARTICLE XXVII**AVAILABILITY FOR CALLS.*

Employees occupying positions whose duties normally subject them to calls because of unanticipated happenings will not be paid for holding themselves within a reasonable distance of headquarters in readiness for calls, which they will do unless relieved by supervisory officers.

*ARTICLE XXVIII**EXCEPTION TO BASIC DAY.*

When conditions beyond control of Management prevent employees from performing their normal duties, only the hours between the beginning and release from duty, exclusive of meal period, shall be paid for, with a minimum of two hours being allowed each employee who reports for duty.

**ARTICLE XXIX****NOTIFIED OR CALLED.**

(a) Employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of two (2) hours at time and one-half rate for two (2) hours' work or less, and if held on duty in excess of two hours time and one-half will be allowed on the minute basis. Each call to duty after being released shall be a separate call.

(b) Employees required to report for duty before the assigned starting time and who continue to work through the regular shift, shall be paid two (2) hours at time and one-half rate for two (2) hours' work or less, and at the time and one-half rate thereafter on the minute basis for the time required to work in advance of the regular starting time.

**ARTICLE XXX****DATE EFFECTIVE AND CHANGES**

This Agreement shall be effective October 25, 1963, superseding all other rules, agreements and understandings in conflict herewith, as well as check-off agreements.

This Agreement shall remain in effect until changed in accordance with the Railway Labor Act, as amended, except that there shall be no change in rates of pay or rules for a period of two years following the effective date of this Agreement.

Signed at St. Augustine, Florida this — day of 1963.

**CARRIER'S APPENDIX "A"**

<i>Code No.</i>	<i>Organization</i>
1.	International Association of Railway Employees.
2.	Brotherhood of Railway and Steamship Station Employes.
3.	Order of Railroad Telegraphers.
4.	American Train Dispatchers Association.
5.	Railroad Yardmasters of America.
6.	United Transport Service Employees of America.
7.	Brotherhood of Maintenance of Way Employees.
8.	Brotherhood of Railroad Signalmen of America.
9.	International Association of Machinists.
10.	International Brotherhood Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.

11. Sheet Metal Workers International Association.
12. International Brotherhood of Electrical Workers.
13. Brotherhood Railway Carmen of America.
14. International Brotherhood of Firemen and Oilers.
15. American Railway Supervisors Association.
16. Dining Car Employees Union.
17. System Federation No. 69, AFL-CIO.

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EXHIBIT 13

WESTERN UNION  
TELEGRAM

RDA003 846A EST OCT 28 63 NHCO12 SPOC090 AA254  
W A STA091 PD  
FAX ST AUGUSTINE FLO 25 453P EST

EC THOMPSON, EXEC SECY  
NATL MEDIATION BOARD WASHDC

RETEL DATE CONCERNING APPLICATION OF  
NON-OPERATING ORGANIZATIONS OCTOBER 23

FOR SERVICES OF YOUR BOARD IN CONNECTION WITH RAILWAY'S SECTION 6 NOTICE OF SEPTEMBER 24 TO REVISE WORKING AGREEMENTS. THE RECORD WILL REFLECT THAT ORGANIZATIONS REFUSED TO ENTER INTO COLLECTIVE BARGAINING AS REQUIRED BY SECTION 2 FIRST ON UNTENABLE POSITION THAT PRESENCE OF COURT REPORTER IN CONFLICT WITH REQUIREMENTS OF RAILWAY LABOR ACT. IT IS RAILWAY'S POSITION THAT NO PROVISION, OF THAT ACT PROHIBITS PRESENCE OF COURT REPORTER, CONSEQUENTLY, ORGANIZATION FAILED TO FULFILL THEIR OBLIGATION TO NEGOTIATE RAILWAY'S NOTICE AND ARE NOT NOW IN POSITION TO AVAIL THEMSELVES OF SERVICES OF THE MEDIATION BOARD, RAILWAY ENJOYING RIGHT TO PLACE PROPOSED RULES INTO EFFECT 10 DAYS FROM TERMINATION OF CONFERENCE BY EMPLOYEES ON OCTOBER 18, 1963

R. W. WYCKOFF ASSISTANT VICE PRESIDENT  
AND DIRECTOR OF PERSONNEL F. T. C. RAIL-  
WAY CO

23 6 24 2 10 18 1963

1233.

## EXHIBIT 14

## FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida,

October 30, 1963

2

*CERTIFIED MAIL- RETURN RECEIPT REQUEST-  
ED DELIVER TO ADDRESSEE ONLY*

Mr. W. F. Howard, General Chairman  
Brotherhood of Railway and Steamship Clerks,  
Freight Handlers, Express and Station Employees  
1019 Colombo Street  
Jacksonville 7, Florida.

Mr. I. E. Hamilton, General Chairman  
The Order of Railroad Telegraphers  
725 Canal Street  
New Smyrna Beach, Florida.

Mr. R. W. McDougall, General Chairman  
International Association of Machinists  
4631 Post Street  
Jacksonville 5, Florida

Mr. T. B. Steadman, General Chairman  
International Brotherhood Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers  
and Helpers  
158 Cleveland Park Drive  
Spartanburg, South Carolina

Mr. R. L. Lanier, General Chairman  
Sheet Metal Workers International Association  
1658 Lakewood Road  
Jacksonville 7, Florida

ST-  
Mr. C. A. Dupont, General Chairman  
International Brotherhood of Electrical Workers  
18 Poinciana Avenue  
St. Augustine, Florida

S  
Mr. R. M. Cooke, General Chairman  
Brotherhood Railway Carmen of America  
P. O. Box 34  
New Smyrna Beach, Florida

Mr. Ray Abner, General Chairman  
International Brotherhood of Firemen and Oilers  
1004 Hoffman Building  
Louisville 2, Ky.

Mr. J. E. Dubberly, General Chairman  
Brotherhood of Railroad Signalmen  
P. O. Box 6083  
Daytona Beach, Florida

Mr. C. L. Winstead, General Chairman  
Brotherhood of Maintenance of Way Employees  
Room 502, 218 West Church Street Building  
Jacksonville 2, Florida

Mr. C. J. Robbins, General Chairman  
American Train Dispatchers Association  
Route #1  
New Smyrna Beach, Florida



Mr. C. W. Puckett, President and General Chairman  
The American Railway Supervisors Association  
4565 N. W. 4th Street  
Miami 44, Florida

Mr. J. E. Miller, General Chairman  
Railroad Yardmasters of America  
Route #1 - Box 318 (c/o) Mr. John W. Lucas)  
Barboursville, Va.

Mr. Albert Florence, General Chairman  
United Transport Service Employees (Train Porters)  
1445 Prince Street  
Jacksonville 9, Florida

Mr. Claybourne Brooks, General Chairman  
United Transport Service Employees (Red Caps)  
P. O. Box 6381 - Station B  
Miami 36, Florida

Mr. W. S. Seltzer, General Chairman  
Dining Car Employees' Union, Local 351  
4306 South Michigan Avenue  
Chicago 53, Illinois

Gentlemen:

On September 24, 1963, I served Notice on you, pursuant to Section 6 of the Railway Labor Act, of desire to revise effective October 25, 1963, Agreements with your respective Organizations to the extent set forth in the proposed Agreement appended to that Notice.

Conference on this matter was scheduled for 10:00 A.M., Friday, October 18, 1963, in the Meeting Room

of the Monson Motor Lodge, 32 Bay Street, St. Augustine, Florida. All organizational representatives attending that conference refused to enter into negotiations on my Notice solely for the reason, as expressed by General Chairman W. F. Howard who acted as spokesman for those present, that a Court Reporter was present to make a record of the proceedings.

Your attention was directed to the fact that the presence of a Court Reporter was not in conflict with the spirit, intent or expressed provisions of the Railway Labor Act as alleged by Mr. Howard, but, to the contrary, enabled the parties to have a record to refer to in the event any question should arise in the future as to what actually transpired at the meeting. Attention was also directed to the fact that there have been a number of conferences held on this property, involving Labor matters arising under the Railway Labor Act, at which Court Reporters have been present, attended by both Grand Lodge and Local Representatives of the various Organizations. Notwithstanding these facts, all organizational representatives present refused to engage in negotiations on my Notice and departed, thus terminating conferences on the Notice.

On October 25, 1963, Western Union message was received from the National Mediation Board advising that your Organizations had filed application for the mediatory services of the Board. It is the position of the Railway, however, that since the Organizations refused to enter into Collective Bargaining on the Railway's Notice of September 24, 1963, as required under the provisions of Section 6 of the Railway Labor

Act, using the presence of a Court Reporter as an excuse to evade their responsibilities under that Act, the Organizations are not now in position under said Railway Labor Act to make valid request for the **mediatory services of the National Mediation Board**. In view of these circumstances, pursuant to the provisions of Section 6 of the Railway Labor Act, as amended, this will constitute notice of the Railway placing in effect, as of this date, the proposed Agreement appended to its Notice to you of September 24, 1963.

Yours very truly,

(Signed) R. W. WYCKOFF  
Assistant Vice President and  
Director of Personnel.

RWW-1

CO: Mr. E. C. Thompson, Exec. Secy.  
Illegible

Received: Nov. 6, 1963

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EXHIBIT 15

NATIONAL MEDIATION BOARD

F-MD    FD

10-31-63

R. W. WYCKOFF  
ASSISTANT VICE PRESIDENT & DIRECTOR OF  
PERSONNEL  
FLORIDA EAST COAST RAILWAY COMPANY  
ST. AUGUSTINE, FLORIDA

**G. E. LEIGHTY, CHAIRMAN**  
**COOPERATING RAILWAY LABOR**  
**ORGANIZATIONS**

**C/O THE ORDER OF RAILROAD TELEGRAPHERS**  
**3860 LIBELL BOULEVARD**  
**ST. LOUIS, MISSOURI**

**RE MEDIATION APPLICATION FILED BY NON-OPERATING LABOR ORGANIZATION ON THE FLORIDA EAST COAST RAILWAY CONCERNING CARRIER'S NOTICE TO THOSE ORGANIZATIONS DATED SEPTEMBER 24, 1963, TO MAKE EFFECTIVE PROPOSED AGREEMENT. BOARD CONSIDERED CARRIER'S POSITION IN EXECUTIVE SESSION ON OCTOBER 25, 1963, AND IS OF THE OPINION APPLICATION HAS BEEN PROPERLY FILED UNDER PROVISIONS OF RAILWAY LABOR ACT. BOARD HAS TODAY DOCKETED THIS APPLICATION AS CASE A-7055 AND MEDIATOR WILL BE ASSIGNED CONSISTENT WITH PRIOR COMMITMENTS. THE ATTENTION OF ALL CONCERNED IS CALLED TO PROVISIONS OF SECTION 6 OF THE ACT. JOINT WYCKOFF AND LEIGHTY.**

**E. C. THOMPSON,**  
**EXECUTIVE SECRETARY**  
**NATIONAL MEDIATION**  
**BOARD**

6-sad

EXHIBIT 16

THE ORDER OF RAILROAD TELEGRAPHERS  
3860 Lindell Boulevard  
St. Louis 8, Mo.

G. E. Leighty  
President

Telephone  
Jefferson 3-8321

November 12, 1963

Mr. E. C. Thompson, Exec. Secretary  
National Mediation Board  
Washington, D. C. 20572

SUBJECT: MB-456 - Case A - 7055  
Proposed Cancellation Seventeen  
Florida East Coast Railway

Dear Sir:

I refer you to the application I made to you as Chairman of the Cooperating Railway Labor Organizations on behalf of the Chief Executives of those organizations October 23, 1963, seeking your Board's services in connection with the formal notice served on the said organizations by the Management of the Florida East Coast Railway September 24, 1963, wherein it proposed to terminate the several collective bargaining agreements in effect between the Car-

rier and these said organizations. On Attachment A of the letter seeking your Board's services, the second page, I listed the names of the organizations parties to this dispute. You will find listed thereon the International Association of Railway Employees.

This letter is to advise that Mr. J. W. Whitaker, President of the International Association of Railway Employees, has addressed a letter to me asking this his organization be eliminated from this mediation dispute as he has made other arrangements for handling his portion of the dispute.

Will you please, therefore, eliminate hereafter from this particular mediation Case A-7055 the International Association of Railway Employees.

Yours respectfully,

(Signed) G. E. LEIGHTY

Chairman

Cooperating Railway Labor Organizations

cc: Mr. J. W. Whitaker  
Mr. G. M. Harrison  
Mr. C. L. Dennis  
Mr. G. E. Leighty  
Mr. H. C. Crotty  
Mr. Jesse Clark  
Mr. A. J. Hayes  
Mr. R. K. Berg  
Mr. E. H. Wolfe  
Mr. E. F. Carlough  
Mr. Gordon Freeman  
Mr. A. J. Bernhardt

Mr. Anthony Matz  
Mr. R. C. Coutts  
Mr. J. P. Tahney  
Mr. M. G. Schoch  
Mr. Eugene Frazier  
Mr. E. S. Miller  
Mr. Michael Fox  
Mr. Howard Pickett  
Mr. J. W. Ramsey  
Mr. Erick Erickson  
Mr. Harold Buoy  
Mr. J. W. O'Brien  
Mr. T. V. Ramsey  
Mr. J. B. Zink  
Mr. R. W. Smith  
Mr. L. P. Schoene  
Mr. E. L. Oliver  
Mr. D. S. Beattie  
Mr. O. C. Jones  
Mr. I. E. Hamilton  
Mr. J. H. Hadley

For Information Only:

Mr. R. E. Davidson  
Mr. H. E. Gilbert  
Mr. Louis Wagner  
Mr. Charles Luna  
Mr. N. P. Speirs

Received: Nov. 14, 1963

EXHIBIT 17

REPORT  
to  
THE PRESIDENT  
By The  
EMERGENCY BOARD

CREATED BY EXECUTIVE ORDER 11127 DATED  
NOVEMBER 9, 1963, PURSUANT TO SECTION 10  
OF THE RAILWAY LABOR ACT, AS AMENDED

— — —

To Investigate a Dispute Between Florida East Coast  
Railway and Certain of its Employees Represented  
by Eleven Cooperating Railway Labor Organiza-  
tions

(NMB CASE A-6627, Sub No. 1)

— — —

WASHINGTON, D. C.  
DECEMBER 23, 1963

(Emergency Board No. 157)

LETTER OF TRANSMITTAL

Washington, D. C., December 23, 1963.

The President,  
The White House.

Mr. President: The Emergency Board created by  
President John F. Kennedy on November 9, 1963, by



Executive Order 11127, pursuant to Section 10 of the Railway Labor Act, as amended, to investigate a dispute between the Florida East Coast Railway and certain of its employees represented by 11 cooperating labor organizations, has the honor to submit herewith its report and recommendations based upon its investigation of the issues in dispute.

Respectfully submitted.

HARRY H. PLATT, Chairman.  
DEREK BOK, Member.  
PAUL N. GUTHRIE, Member.

(III)

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## (V)

REPORT TO THE PRESIDENT  
BY EMERGENCY BOARD NO. 157

Created by Executive Order 11127 dated November 9, 1963, pursuant to Section 10 of the Railway Labor Act, as amended

This is an Emergency Board Report which relates the facts and makes recommendations concerning a dispute between the Florida East Coast Railway (FEC) and certain of its nonoperating employees represented by 11 cooperating organizations. A determination has been made that this dispute threatens to interrupt interstate commerce to such a degree as to deprive a section of the country of essential transportation services.

## I. INTRODUCTION

The 11 cooperating organizations represent 73 (ICC) classes of nonoperating employees, numbering a half million persons. These individuals have jobs on more than 200-line-haul railroads. Among them are approximately 1,300 nonoperating personnel employed by the Florida East Coast Railway.

The Carrier was first incorporated on May 28, 1892, under the name of the Florida Coast & Gulf Railway Co. The present name was adopted in 1895. The Florida East Coast Railway currently owns some 572 miles of road and 1,257 miles of track, all of which are situated

in the State of Florida. A main trunk line commences in Jacksonville and runs in a southerly direction through Fort Lauderdale, West Palm Beach, and Miami, terminating in Florida City. Branch lines extend from the trunk to Maytown, Benson Springs, South Miami, and Lake Harbor. In addition, the railroad is presently constructing a spur which will connect with a line being built by the U.S. Government so as to link the main trunk with the complex of defense installations on Cape Kennedy and Merritt Island.

Apart from its railroad equipment and facilities, the Carrier owns various industrial properties and also holds all the capital stock of the Florida East Coast Highway Dispatch Co., a firm engaged in the carriage of freight by truck. In addition, the railroad owns part interest in certain terminal facilities, namely, the Atlantic & East Coast Terminal Co. and the Jacksonville Terminal Co.

The FEC was placed in receivership in 1931. In the ensuing years, various reorganization plans were submitted. After several proposals had been rejected by the courts, the plan was finally approved in 1960, and the present management took over the company on January 1, 1961. Pursuant to the reorganization, the Railroad was capitalized at approximately \$85 million. The capitalization included \$22.5 million in first mortgage bonds, an equal amount of second mortgage bonds, and \$36 million in common stock.<sup>1</sup> A majority of the

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<sup>1</sup>The first mortgage bonds are 50-year debentures carrying a fixed interest obligation of 5 percent. The second mortgage bonds are 50-year debentures with contingent interest at the rate of 5½ percent, payable to the extent earned and cumulative up to an amount exceeding 16½ percent. In addition to the first and second mortgage bonds and the common stock, the capitalization included \$4,070,588 in equipment obligations.

first and second mortgage bonds and most of the common stock were held, and are still owned, by the estate of Alfred I. Du Pont, either directly or through a wholly owner corporation, the St. Joe Paper Co.

## II. THE DISPUTE

The origin of this dispute may be traced to September 1, 1961, when the 11 nonoperating organizations served identical "Section 6" notices on virtually all Class I railroads throughout the country. In these notices, the organizations informed the carriers of their desire to revise existing agreements in order to provide for an across-the-board wage increase of 25 cents per hour and a requirement of 6 months' advance notice from the Carrier prior to laying off or abolishing the positions of employees, save in certain emergency situations. Thereafter, all the carriers submitted identical counterproposals to the organizations providing for wage reductions of 20 percent and more, and for 24 hours' advance notice in the case of abolition of jobs or reductions in force. When efforts to settle the dispute through collective bargaining and mediation proved unsuccessful, Emergency Board No. 145 was created on March 3, 1962. After extensive hearings, this Board made the following recommendations.

1. That all rates of pay be increased by 4 cents per hour effective February 1, 1962.
2. That all rates of pay existing on May 1, 1962, be increased as of that date by  $2\frac{1}{2}$  percent.
3. That the parties agree not to file Section 6 notices to revise rates of pay before May 1, 1963.

4. That the parties agree upon a rule requiring at least 5 working days' notice to all regularly assigned employees before abolishing their jobs, except as provided in Article VI of the agreement of August 24, 1954.

After the submission of this report, the parties negotiated and agreed to convert the 2½-percent increase to a uniform cents-per-hour equivalent, which was computed at 6.28 cents. Subject to this one amendment, all Class I railroads signed agreements in June of 1962 on the basis of the Emergency Board's recommendations except for the Florida East Coast and two other carriers. The two other railroads had not been served with the original Section 6 notices since one was in the process of going out of business while the other was about to be absorbed by another carrier. Hence, the Florida East Coast became the only Class I carrier in the country which did not accept the terms of the national agreement.

For many years the Florida East Coast had regularly participated in the national handling of negotiations between the carriers and the nonoperating employee organizations. The organizations submitted the same Section 6 notice to FEC in 1961 as they served on all other Class I carriers. Moreover, FEC joined in submitting identical counterproposals to the organizations. On February 9, 1962, however, FEC notified the organizations that it would not participate in the national handling or consider itself bound by the settlement resulting from these negotiations. As previously noted, the Carrier subsequently declined to accept the agreement of June 5, 1962.

After FEC had rejected the national settlement, mediation was invoked on July 20. Following the appointment of a mediator, bargaining took place on August 20-23. In these negotiations, the Carrier claimed it could not afford to meet the terms of the national settlement. Instead, it offered a series of proposals which varied in detail but were designed primarily to achieve two objectives. In the first place, FEC sought to extend the moratorium on changes in compensation for a longer period than was provided in the national settlement. Second, it attempted to reduce the cost of the settlement by providing for lower wage increases, at least for 1962 and 1963.

When the organizations were unable to accept any of the Carrier's proposals, the negotiations terminated. Pursuant to Section 5 of the Railway Labor Act, the National Mediation Board requested both parties to submit their differences to arbitration. The carrier and the organizations declined this request.

In November 1962, the railroad attempted without success to induce the National Mediation Board to initiate steps toward the creation of an emergency board. Clarifying its position on January 23, 1963, the Board declared:

... the issues in this dispute are the same as were fully and adequately heard by Presidential Emergency Board No. 145 . . . . The Railway Labor Act never contemplated that Presidential Emergency Boards would be created to consider identical issues arising on separate railroads. To proceed in that manner would weaken or destroy the effectiveness of the Act. The Board feels that this dispute could and should be resolved by a small amount of bona fide collective bargaining.

Further negotiations took place in December 1962. At this time, the Carrier presented a final offer to the organizations. Under the terms of this proposal, the Carrier agreed to provide a wage increase of 1 2/3 percent from February 1962 to March 1963; a further increase of 1 2/3 percent from March 1963 to August 31, 1963; and a final increase of 1 2/3 percent effective September 1, 1963. According to the Carrier's estimates, this offer would result in higher rates of pay after September 1963 than the 10.28 cents per hour provided in the national settlement. On the other hand, the organizations were asked to agree to a moratorium extending to March 1, 1964, and to rates of pay below the national settlement from February 1962 until September 1963. The organizations replied that they would seriously consider this offer if the Carrier would agree to an additional increase of 7 cents per hour effective March 1, 1963 to compensate for the longer moratorium. When the Carrier rejected this proposal, the negotiations were terminated.

On January 23, 1963, the employees struck. Seven days before the commencement of the strike, the Carrier gave notice that all nonoperating jobs were abolished as of the strike date. Picket lines were established, which were honored by the operating employees. As a result of these actions, the Carrier was totally shut down for approximately a week. Thereafter, the railroad began to advertise jobs and to hire new employees when the strikers refused to bid on the available positions. With the aid of these replacements, supplemented by supervisory personnel and by a few returning strikers, the railroad began to resume freight operations on a limited scale.

As the strike continued, Secretary of Labor Wirtz



sought to arrange a peaceful settlement of the dispute. On April 3 and on May 17, he requested that the parties agree to resolve their differences through arbitration. Although the organizations now expressed their willingness to arbitrate, the Carrier once again refused.

On September 24, 1963, the Carrier served Section 6 notices on both the operating and the nonoperating organizations, proposing sweeping changes in the existing agreements. For example, under the FEC proposals, management was to exercise exclusive control over such matters as discipline, promotions, job assignments, and work rules. Seniority lists were to be reorganized to abolish traditional craft lines and substitute four master seniority groups in their place. Wages were adjusted to provide the same rates of pay for employees performing substantially similar work. Strike ballots were to be conducted prior to the initiation of any work stoppage, and further ballots would be required every 30 days until the conclusion of the strike. Of the various organizations receiving these notices, only the International Association of Railway Employees and the Brotherhood of Railroad Trainmen agreed to negotiate with the company. As a result, the Carrier placed its proposals into effect on October 30 with respect to the nonoperating organizations and took similar action on November 4 for those operating crafts which had not agreed to negotiate with the company.

By the late summer of 1963 the Carrier had succeeded in restoring the greater part of its normal freight operations. Nevertheless, it refrained from restoring passenger service, claiming that it would be unsafe to do so in view of the numerous acts of van-



dalism occurring on the railroad. Moreover, the Carrier did not attempt to provide less-than-carload service. For these and other reasons, numerous complaints were made to public officials by shippers, civic groups, and business organizations protesting the lack of adequate rail service on the Florida East Coast. On July 31, 1963, the Florida Public Utilities Commission issued a report in which it reviewed these complaints and concluded that the railroad had failed to maintain adequate service, disregarded standards of safe operation, and neglected to maintain its right-of-way, structures, switches, signals, and rolling stock in a safe or satisfactory manner.

On September 24, President Kennedy ordered that an investigation be held to determine the effect of the strike on the Nation's defense and space programs.<sup>2</sup> A Board of Inquiry of representatives from the Departments of Defense and Labor from the National Aeronautics and Space Administration was constituted to conduct the investigation. After holding hearings in Florida, the Board of Inquiry submitted a report on October 10 which concluded that "this labor dispute is currently and potentially detrimental to our Nation's defense and space efforts." The Board recommended that the parties resume negotiations and give serious consideration to submitting their differences to arbitration.<sup>3</sup>

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<sup>2</sup>App. A—5.

<sup>3</sup>The Board also recommended that NASA and the Air Force establish an embargo until the dispute was settled on all shipments traveling over the Florida East Coast under Government bills of lading. We are unaware of the extent, if any, to which the embargo has been placed in effect.

On October 14, President Kennedy acknowledged receipt of the report. Expressing concern over the continuing impact of the strike, he urged the National Mediation Board to contact the parties and persuade them promptly to resume negotiations.<sup>4</sup> After further mediation efforts proved unsuccessful, the Board again made a proffer of arbitration. Although the organizations reaffirmed their willingness to arbitrate, the Carrier declined the proffer. The Mediation Board then determined that the dispute threatened to deprive a section of the country of essential transportation services, and President Kennedy issued Executive Order 11127 on November 9, creating Emergency Board No. 157. Named to the Board were Harry H. Platt of Detroit, Mich., as Chairman, and Derek Bok of Cambridge, Mass., and Paul N. Guthrie of Chapel Hill, N. C., as members.

The Emergency Board convened in Jacksonville, Fla., on November 20, 1963. By this time, the Carrier had hired 417 replacements and 76 strikers, in addition, the company's 250-odd supervisors performed at least some of the tasks formerly done by the craft employees. With this work force, the Carrier had restored freight operations and had achieved a level of car loadings during the first 2 weeks of November which it claims was at least as great as the figure for the corresponding period in 1962. On the other hand, the Carrier was still not accepting less-than-carload shipments and had not resumed passenger operations.

The Emergency Board held hearings from November 20 until December 9. The hearings were recessed from

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<sup>4</sup>App. A-7.

November 23 to December 3 because of the death of President Kennedy. In view of the recess, both parties agreed that the date for the submission of this report might be extended to December 19. Thereafter, the parties agreed to support a further extension to December 24. Both extensions were subsequently granted by President Johnson.

### III. SCOPE OF ISSUES AND POSITIONS OF THE PARTIES

A. threshold issue in this dispute is whether the striking employees should be reinstated by the Carrier. The organizations contend that the Carrier is obliged by Section 10 of the Railway Labor Act to reinstate all of the strikers immediately. The railroad denies that it is under any legal obligation to return the strikers to their jobs and insists it will not discharge any of the replacements to enable the strikers to return to work. As a result, though the Carrier has not refused categorically to rehire the strikers, it is only willing to take them back as job openings become available. Some 300 jobs may be restored when FEC resumes normal passenger operations, but since the Carrier insists that it can operate efficiently with many fewer men than were employed before the strike, it does not anticipate hiring more than a fraction of the strikers in the foreseeable future.

The second issue to be considered involves the wage rates to be paid by the Carrier. The organizations have argued that FEC should grant more wage increases on the same terms as provided in the national settlement of June 1962. The organizations stress the importance of uniform national wage movements in maintaining

stable relations in the railroad industry; they deny that the financial position of the railroad or its future prospects are materially different from those of many other carriers which signed the 1962 agreement. On the other hand, the Carrier points out that it did not participate in the national handling and contends that it cannot afford to meet the terms of the 1962 agreement. Moreover, the railroad argues that the wages now paid to its nonoperating personnel greatly exceed the rates paid to employees performing comparable work in other industries in Florida.

The Carrier and the organizations also disagree on the question of whether advance notice should be required of the company before abolishing jobs or affecting a reduction in force. The organizations insist that FEC should agree to give 5 working days' notice, as provided in the 1962 national agreement. While the Carrier has not clearly indicated its views on this matter during the hearings, it presumably takes the position reflected in its Section 6 notice of September 24, 1963, that no notice whatever should be required.

The parties agree that the issues set forth above fall within the scope of the inquiry to be conducted by this Board. The Carrier indicated in its opening argument, however, that the Board should also consider all of the proposals included in its Section 6 notice of September 24, 1963. The Carrier further suggests that the Board should consider all unresolved issues between FEC and the operating organizations, arguing that these differences must be resolved before a lasting settlement of this dispute can be achieved.

Having considered these arguments, the Board has

concluded that the scope of this report should not be broadened to include the additional issues suggested by the Carrier. In the first place, we doubt whether the Carrier genuinely desires the Board to consider **these matters, since it did not make a serious attempt to introduce evidence on the questions involved.** Moreover, it should be observed that the Executive order creating this Board did not refer to the operating crafts nor did these organizations participate in any way in these hearings. As a result, it seems clearly inappropriate to make any recommendations respecting their differences with the railroad. As for the company's notice of September 24, 1963, we note that the proposals contained therein contemplate drastic changes in the conditions previously in effect on this and other railroads. We further note that the parties have not engaged in any negotiations on these proposals and that a vast number of separate issues are involved. As a result, it would be premature and hardly feasible for this Board to comment on the proposals.

#### IV. GENERAL DISCUSSION, FINDINGS AND CONCLUSIONS

##### A. Reinstatement of Striking Employees

Both parties have advanced legal arguments bearing on the question of whether the Carrier is obliged Railway Labor Act. Having considered these arguments, the Board is of the opinion that the Federal courts provide a more suitable forum for resolving **the legal issues involved. We are also informed that an action under Section 10 has recently been brought against FEC by the Department of Justice and that a**

district judge has declined to order the Carrier to reinstate the strikers. Under these circumstances, the **Board has concluded that it would be inappropriate to express an opinion on the application of Section 10.**

By deferring in this manner to the Federal courts, the Board is not relieved of all responsibility with respect to the reinstatement of the striking employees. Emergency boards have traditionally undertaken the **task of making recommendations which will provide a basis for settling the dispute in a fair and reasonable manner.** As a result, this Board feels obliged to explore the issue of reinstatement, for whether or not the Carrier is legally bound to take back the strikers, it may still be found that the reinstatement of these **men would contribute to an equitable and lasting settlement of this dispute.**

Both the striking employees and the replacements have an interest in filling the jobs that now exist on the railroad. In evaluating the positions of these two groups, the Board has placed great weight on the long periods of service that the strikers have given to the Carrier. It is universally recognized, as a matter of sound labor relations, that seniority provides the employee with an equitable interest in continued employment. Representatives of the Carrier **have suggested that the strikers do not deserve any special consideration for their years of service because they elected to strike and thereby caused the Carrier to incur substantial losses.** Nevertheless, it is important not to overlook the fact that the striking employees have likewise suffered financially during the strike. There is no apparent reasons why they should be penalized further, since it does not ap-

pear that they were any more to blame than the railroad for the strike out of which these losses arose. As a result, having considered the argument of the Carrier, we are unable to agree that the employees' seniority can be discounted in this fashion simply because they chose to exercise their traditional prerogative to engaged in a lawful strike.

Turning to the employees now working on the railroad, the Board notes that 76 of these men were employed by FEC prior to the strike. Presumably, these employees have accumulated considerable seniority. In choosing not to support the strike, they exercised their legal rights just as the employees who refused to return to work. Hence, the Board believes that the seniority of these men should be considered on the same basis as that of the strikers in evaluating their interest in continuing to work for the company.

In contrast to the employees heretofore considered, the men who were newly hired during the strike have worked only a few weeks or months for the Carrier. It is true that many of these individuals may have taken their jobs with the hope that they might remain permanently in the employ of the railroad. Nevertheless, in view of the experience in many strikes over a long period of years, these employees must be deemed to have accepted employment subject to the risk that their services might be terminated upon the settlement of the dispute. Hence the Board is inclined to believe that the interest of the strikers in regaining their jobs outweighs any claim that these new employees may have acquired as a result of their brief period of service with the Carrier.



There may be some who will find fault with this analysis, arguing that employees must take their chances on being permanently replaced when they elect to go on strike. There is little doubt that striking employees have lost their jobs in many firms through the application of this principle. On the other hand, we are concerned in this case not with an ordinary private business but with a common carrier in an industry vital to the public. As the Supreme Court long ago observed:

More is involved than the settlement of a private controversy without applicable consequence to the public. The peaceable settlement of labor controversies, especially where they may seriously impair the ability of an interstate rail carrier to perform its service to the public, is a matter of public concern.<sup>5</sup>

Experience suggests that the prospects for achieving a "peaceable settlement" of this dispute will remain in jeopardy so long as the striking employees are prevented from working by the presence of the newly hired replacements. While this situation persists, the organizations can be expected to employ every legitimate means to put pressure on the company to reinstate the strikers. Controversy of this kind may interfere with the legitimate needs of passengers and shippers and may even disrupt defense and space activities which depend on the services of the railroad. Moreover, other railroads may be tempted to follow the example of this carrier, thus provoking bitter and disruptive disputes in other sections of the country. As a result, with due regard for the public interest in a sound and viable settlement, and bearing in mind

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<sup>5</sup>*Virginia Railway v. Systems Federation*, 300 U.S. §15, 552.



the long service of the striking employees, we recommend that the Carrier replace the present occupants of the jobs covered by agreements between the Carrier and the organizations with striking employees to the extent necessary to permit these jobs to be filled on the basis of seniority.

In making this recommendation, we are aware that the parties may disagree as to the number of jobs required to operate the railroad. The parties, however, have not presented sufficient evidence for us to consider this question, even if we were otherwise disposed to do so. As a result, we have concluded that a determination concerning the number of positions on the railroad would involve the Board in matters that are better left to negotiation between the parties. The Board also recognizes that the organizations have not yet annulled their strike notices and that they are continuing to picket the railroad. We presume that the strike and the picketing will be terminated when the parties resolve the issue of reinstatement and the other matters of dispute between them.

### B. Wage Increase

The central issue in this dispute concerns the amount of wage increase, if any, which should be paid to the employees. The Section 6 notice served upon virtually all Class I railroads, including the Florida East Coast, stated the wage proposal of the cooperating labor organizations as follows:

1. All rates of pay shall be increased by the addition to the rates existing on November 1, 1961, of twenty-five (25) cents per hour, this increase to be applied to all types of rates so as to give effect to the requested increase of twenty-five (25) cents per hour.

In their counterproposals, the railroads, including the FEC, proposed certain wage reductions for non-operating employees. Presidential Emergency Board No. 145 considered these counterproposals and recommended that they be withdrawn. In the proceedings before this Board, the Carrier did not expressly urge such wage reductions. Moreover, it claimed at the hearing that it had no intention under its Section 6 notices of September 24, 1963, to pay less than the existing rates.

In the proceedings before this Board, the organizations did not argue for the amount of wage increase originally asked in their Section 6 notice of September 1, 1961. Rather, they asked that the Florida East Coast accept and put into effect the 10.28 cents per hour increase which was agreed to nationally. In arguing for this action the organizations emphasized the importance of pattern bargaining in the railroad industry and cited the fact that this system has been developed over the years by the carriers and the labor organizations as a method for stabilizing labor relations in the industry.

The Carrier, on the other hand, expressed its unwillingness to make the increases in wages which had been agreed to nationally. It cited data purporting to show that its wages are already above the rates in the Florida labor market for comparable work. The Carrier took the further position that in any event its financial position is such that it cannot afford to make the requested increases.

*(a) Railroad industry wage pattern*

The record of the proceedings before the Board points up the importance of national handling in wage and rules movements in the railroad industry. Prior to the present controversy, the FEC had for many years participated in the national handling of such movements. It is also clear that the rates of pay for the positions comprehended in the various agreements between the FEC and the 11 labor organizations here involved are comparable with those obtaining on other Class I railroads prior to the national agreement of June 5, 1962.

In the course of its deliberation, Presidential Emergency Board No. 145 considered extensive data regarding changes in wages for railroad employees over the years. It also considered the appropriateness of various criteria which could be used in making a judgment regarding the amount of increase which might be recommended. The criteria enumerated by the Board were:

1. The selected industries standard.
  2. The standard of comparison with wages by production workers in all manufacturing or durable goods.
  3. The standard of recent wage movements in industry generally.
  4. Changes in the cost of living.
  5. Financial position and prospects of the industry.
- The Board analyzed the data before it in terms of

these criteria. It is unnecessary for the purposes of this report to repeat the thorough analysis made by Board No. 145 of the application of the cited criteria to the wage issue before it. Suffice it to say that after analysis and deliberation the Board issued recommendations which formed the basis for the wage increase of 10.28 cents per hour which was embodied in the national settlement of June 5, 1962. As a result of this agreement a national pattern was established for the railroad industry.

A comparison between the FEC wage rates and those paid by Class I railroads generally to nonoperating employees is of basic significance here in view of the manner in which the compensation of railroad employees has been determined over the years. For many years in the railroad industry, national or pattern bargaining has been of major significance. It has been so regarded by the labor organizations who represent railroad employees, and it has been likewise recognized by the railroads. There have been many factors in the history of railroad labor relations which have led to the development of national handling of wage and rules movements. In Employees' Exhibit 6, introduced in this proceeding, there is reproduced an excerpt from testimony given by a carrier witness before Presidential Emergency Board No. 137 concerning the role of pattern bargaining in the railroad industry. In that testimony the witness gave two major factors which have led to national handling and pattern bargaining in the industry. These were:

(1) The extraordinary degree to which railway employees from different carriers and classes of employment are thrown together in their work, and (2) the unusual manner in which railroad employees are represented, resulting in intense rivalry among the different labor organizations.

In this same testimony the carrier witness emphasized the importance of pattern bargaining in the maintenance of stable and harmonious labor relations in the railroad industry. He stated:

Pattern collective bargaining in the railroad industry has resulted from the fact that employee morale and stable and harmonious labor relations can be maintained, and endless turmoil and strife avoided, only if uniform and nondiscriminatory adjustments are made in the rates of pay and in the rules governing the compensation and working conditions of all classes and crafts of employees that are similarly situated with respect to each proposed adjustment.

It is clear, therefore, that this system of national handling has been achieved over the years as a plan to stabilize labor relations in the industry to the advantage of both the employees and the railroads.

While the Florida East Coast did not participate in the national handling of the wage and rules movement of 1961 for nonoperating employees, it is still a part of the national railway system, and it is legitimate to consider wage adjustments in the whole system in determining the amount of wage increases which should be made on the Florida East Coast. The fact that a series of increases for these classes of employees has been agreed to by the labor organizations and every other Class I railroad in the United States is a compelling reason for concluding that the same increase of 10.28 cents per hour should be granted by the Carrier here involved. In these circumstances, this Board is reluctant to recommend a departure from the 10.28 cents

per hour increase in the absence of persuasive reasons for doing so. For to do so might invite chaos and instability in employer-employee relations in the railroad industry.

*(b) Area wage companies*

In arguing that no wage increases were justified, the Carrier pointed out that wage rates for comparable work in other industries in Florida were substantially less than those paid by FEC. In support of this position the Carrier cited average straight-time hourly earnings of production workers in manufacturing industries in Florida, which were in general lower than the average straight-time hourly rate of \$2.42 on the Florida East Coast. This comparison is of relatively little value, since no data have been submitted with respect to the kind of manufacturing industries being cited or the skill levels of the employees involved. In short, there is inadequate information to enable the Board to make a meaningful comparison.

The Carrier also cited certain data regarding the rates paid laborers in State highway maintenance work in Florida. It was alleged that these rates could be properly compared with the rates paid laborers engaged in maintenance of way work on the Florida East Coast. While there is probably some basis for this comparison in relation to the nature of the work performed by the two groups, it involves such a small segment of the Florida East Coast employees that the comparison is of very limited value to the Board.

In further support of its position that no wage increase is justified, the Carrier submitted two wage sur-

veys, one made by the Southern Bell Telephone & Telegraph Co., and the other by the National Office Management Association. In general, these data purported to show that the rates of pay for Florida East Coast non-operating employees are higher than the rates for comparable work in various enterprises in the major cities of Florida. These exhibits do show on their face that rates for the jobs surveyed were higher on the Florida East Coast than in the other enterprises reviewed. Nevertheless, there is inadequate information available regarding job contentment and the levels of skill which would enable the Board to make meaningful comparisons.

A review of the above comparisons by the company leads to the conclusion that they are of limited value in judging the merits of the requested wage increase involved in this case. Historically, the pattern of wage rates in the railroad industry has had an integrity of its own. Comparisons between railroad wage rates and wage rates in local labor market areas have been regarded as less significant than comparisons between wage rates within the railroad industry.

A more meaningful comparison than those mentioned above could be derived from relating the rates paid by FEC to those paid by its two major competitors, the Atlantic Coast Line and the Seaboard Air Line Railroads. While the Board does not have a detailed breakdown of position rates on the Atlantic Coast Line and the Seaboard for nonoperating employees, it is clear that they have been adjusted upward by the 10.28 cents per hour agreed to nationally on June 5, 1962. Certainly the Board has not been presented with any data to



show that Florida East Coast rates for these positions were any higher than those of the Atlantic Coast line and the Seaboard at the time of the national settlement. It appears that historically the rates on these three carriers have been generally comparable, and that increases from time to time have been about the same on the three carriers. In the absence of compelling reasons, it is difficult to find justification for lower rates for these positions on the Florida East Coast. The employees work and live in the same labor market area and the duties of the respective positions are comparable.

In its Exhibit 2 the Carrier presented data purporting to show that the Florida East Coast has since 1957 paid out a relatively larger percentage of each dollar received in wages than either the Atlantic Coast Line or the Seaboard. For example, the exhibit shows that in 1959 the Florida East Coast paid out in wages 56.15 cents of each dollar received in revenue, whereas in that year the Atlantic Coast Line paid out only 47.41 cents and the Seaboard 45.50. However, the exhibit also shows that since 1959 the Florida East Coast's position in this respect has improved substantially with the result that in 1961 and 1962 its position was comparable with the other two railroads. Thus, at a time when the Florida East Coast is taking the position that it cannot afford a wage increase for the nonoperating employees, its wage costs as a percentage of each dollar in revenue compares favorably with that of the two competing roads.

Having considered the wages paid by various other employers, the Board concludes that the most relevant comparisons suggest no reason why the FEC should



not adhere to the national pattern. We turn, therefore, to the remaining contention of the Carrier that it is financially unable to pay the wage increases contained in the national agreement.

*(c) Inability to pay*

Another issue in this case is the Carrier's alleged inability to pay a wage increase. Where such condition exists it surely is not irrelevant to a wage determination. An employer's financial status is either an implied or explicit consideration in practically every wage decision. And it is not an alien consideration in the railroad industry or in any case where it is claimed that a wage raise will cause financial distress or possibly spell bankruptcy for a firm. Yet while its relevance is acknowledged, this Carrier's financial condition can hardly be the sole criterion. Financial hardship is one among several wage influencing factors; as has already been indicated, equally relevant factors are community and intraindustry wage comparisons and national settlement patterns. All these factors, including financial hardship, were carefully considered by Emergency Board No. 145 in making the recommendations on which the national settlement was based. The issue here, therefore, is whether the financial problems of the Carrier are sufficient to warrant a departure from the national agreement.

FEC strongly urges a present inability to pay a wage increase to its employees in any amount. It declares that to be compelled to do so would force it into bankruptcy. In the 1962 wage negotiations with the representatives of its non-operating employees, it took a less firm position. It claimed then that an unfavorable

cash position made it impossible to meet the national settlement figure of 10.28 cents an hour increase, but offered the employees what it called "a more liberal overall increase" under terms which, it urged, would enable it to "generate sufficient funds with which to pay the proposed increase."<sup>6</sup>

The Carrier has sought to demonstrate its inability to pay by introducing evidence bearing on its declining revenues, its present financial position, and its prospects for the future. In so contending, it draws our attention to various aspects of its operating and financial conditions which it asserts have undergone reverses since the railroad was reorganized and also since the strike began on January 23, 1963. Among them are the low rate of return on investment, increasing ratio of transportation expenses to revenues, failure to meet contingent interest payments and sinking fund requirements, a decline in operating revenues from \$38,938,061 in 1957 to \$29,505,302 in 1962, and an increase in its accumulated deficit from \$352,876 at the end of 1962 to \$1,541,429 at October 30, 1963. Also it stresses that for the past 7 years the railroad has been unable to

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<sup>6</sup>As stated earlier, the counteroffer, made Dec. 5, 1962, called for a 1-2/3 percent increase effective Sept. 1, 1962, a further 1-2/3 percent increase effective Mar. 1, 1963, and a third increase of 1-2/3 percent effective Sept. 1, 1963. It also specified that retroactive payment in the amount of 1-2/3 percent for work in the period from Feb. 1 to Aug. 31, 1962, would be made if the counteroffer were adopted within 1 week. A further condition was that a moratorium on changes in rates of pay would be in effect until Mar. 1, 1964.

According to Carrier Exhibit 6 the cost of the organizations' demand for the period between Feb. 1, 1962, and May 1, 1963, would have been \$331,082.52, as compared to an outlay of \$169,628.21 under the Carrier's proposal. However, after Sept. 1, 1963, the percentage increase under the Carrier's proposal would have been 5 percent, or 12.1 cents an hour.

meet its fixed charges out of railroad operating revenues, and adds that unless interest payments on the mortgages and sinking fund requirements are met, the Carrier will be hampered in obtaining funds for necessary improvements, expansion of the properties, or for retirement of obsolete equipment. In order to earn fixed and contingent charges alone, it states, would require either an increase in operating revenue from \$29,500,000 to about \$37,500,000, or else a reduction in the present ratio of expenses to revenue from 82 percent to 75 percent. While a 3-percent to 5-percent future growth in revenue can be expected, according to a carrier witness, such an amount would hardly be sufficient to meet the present company needs, in his opinion, even if no wage increase is granted.

The Carrier points to several factors to explain its declining revenues over the past several years. Of principal importance, it notes, is the loss of traffic to and from Cuba which formerly provided some \$2½ million of revenue each year. And it adds that since the strike, conditions have worsened. For example, a barge line has been established to move rock from the Miami area by water. The Carrier estimates the resulting revenue loss at \$650,000 a year. The Carrier states that also since the strike it has lost mail business in an amount estimated at \$1,200,000 a year.

FEC has called attention to various factors which allegedly cloud its future prospects. Among these considerations, it says, the most serious is the prospective merger between Seaboard Air Line Railroad and the Atlantic Coast Line, which has recently been approv-

ed by the Interstate Commerce Commission<sup>7</sup> FEC officials testified that this merger could divert more than \$5 million of revenue from the railroad and might even sound the "death knell" of the Florida East Coast. Apart from the merger, the railroad may lose at least \$500,000 from an expected adjustment in the division proportions from through rates shared by Northern and Southern carriers.

The Carrier also anticipates a loss of \$350,000 annually from relocation of industry from downtown areas to outlying areas around Miami. Further losses in the amount of \$250,000 a year may result from the application by the Atlantic Coast Line to extend its lines into the fruit and vegetable producing areas in the Belle Glade area. The Carrier thus estimates it might lose some \$11 million a year from the above factors.

Further, as regards general business prospects, FEC complains of increased competition from other modes of transport, principally motor, air carrier, water, and pipeline. It especially emphasizes its heavy freight revenue losses which result from a diversion of vegetables and fresh fruit products to regulated motor carrier traffic, pointing out that of all the fruit and vegetables traffic which originates in FEC territory, only 28 percent was carried by it and 72 percent moved by unregulated or exempt carriers.

There are obvious difficulties in appraising all this evidence and evaluating its bearing on the ability of

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<sup>7</sup>ICC Finance Docket No. 21215, decided Dec. 2, 1963 (service date Dec. 13, 1963).

the Carrier to pay the national wage rates. An adequate assessment would require separate analysis of the many facts and circumstances connected with each alleged instance of revenue loss. All of the necessary evidence for this task has not been introduced in these hearings, nor could it be in a proceeding of this kind. Moreover, any conclusions that are reached concerning the prospects of this carrier must depend in part on contingent factors, such as the effects of the merger, which are necessarily speculative in nature. Further difficulties result from the absence of detailed information relating to other railroads. Having enumerated these handicaps, the Board must still proceed to formulate the best judgment it can muster regarding the ability of this Carrier to meet the terms of the national settlement.

With regard to the Carrier's declining revenues, it must be observed that evidence of recent trends, standing alone, is not entitled to great weight. One cannot safely assume that such tendencies will continue unless the underlying causes will persist. We are not persuaded that they will. The major reason for the recent decline is undoubtedly the loss of Cuban traffic; this traffic has already disappeared and no reasons have been advanced to suggest that the resulting losses will be any larger in the future than they have been in the past. Moreover, new developments have taken place on the railroad which cast doubt on any attempt to extrapolate from the past. In particular, new management has recently taken over the company and is making a vigorous attempt to improve the railroad's position. As a result of these efforts. Railway operating revenue actually increased in 1962 over 1961, thus reversing the down-

ward trend of the past 4 years. Net railway operating income also rose in 1961 and again in 1962. Indeed, if we include the \$578,738.45 earned from FEC's non-operating properties, the company appears to have suffered a deficit of only \$5,225.72 in 1962 even after paying its heavy fixed charges. In view of these developments, an appraisal of the Carrier's ability to pay must depend more on its present financial position and on specific evidence as to its future prospects than on inferences drawn from trends over the past several years.

Any analysis of the company's present financial condition must recognize the fact that the railroad has been losing money. Even if we take account of income from sources other than railway operations, the Carrier has not quite succeeded in earning enough to meet its fixed and contingent charges. No interest has been paid on the second mortgage bonds and the prospects for common stock dividends are remote, to say the least. Yet we cannot overlook the fact that the plight of this carrier is shared by many other railroads which have accepted the national settlement. At least 25 Class I railroads suffered deficits in net income in 1961, and the great majority of these carriers, unlike FEC, incurred deficits in net railway operating income (before deduction for fixed charges). Moreover, a number of these railroads with lower net investment than FEC sustained significantly larger deficits.

It is true that FEC, unlike the other carriers, has experienced a long strike with a resulting deterioration of its cash position. This fact is not without significance and will be considered further in connec-

tion with the problem of retroactive pay. On the other hand, even considering the effects of the strike, it is doubtful whether the financial predicament of the Florida East Coast is any worse than that of several of the railroads which were considered by Emergency Board No. 145 and accepted its recommendations. In any case, the financial status of this carrier cannot be fully evaluated without considering its future prospects.

In describing the outlook for this carrier, FEC witness pointed to numerous problems confronting the railroad. It is worth noting, however, that the two spokesmen for the Carrier were not completely in agreement on the outlook for the railroad. Mr. T. C. Maurer, the company's Chief Freight and Passenger Traffic Officer, suggested that the prospects for increasing revenue were "very bleak." On the other hand, the Chief Finance Officer, Mr. C. D. Lane, estimated a steady growth in revenues on the order of 3—5 percent each year.

Turning to the estimates supplied by Mr. Maurer, we would observe that his testimony is subject to question on several points. For example, he predicted a loss of over \$5 million in revenue each year as a result of the Atlantic Coast Line-Seaboard merger. It should be noted initially that the validity of the merger has not been finally determined and that appellate proceedings and possible action by the Justice Department may delay its consummation for several years. Of greater pertinence here, however, is the fact that the Interstate Commerce Commission reached very different conclusions from Mr. Maurer in assessing the impact of the merger on the Florida East



Coast. The Commission concluded that most of the diversion predicted by Maurer would not take place because the newly merged company would not risk retaliatory action which FEC could take by routing its originating traffic over other lines. Thus, the Commission estimated the probable diversion at only a few hundred thousand dollars. It was also pointed out that even this loss might be offset by certain conditions for FEC with routes running to Birmingham and Montgomery. In summary, the Commission concluded:

The opening of the Jacksonville gateway and the new reprisal routes would be particularly beneficial to East Coast in that it will assure open routing for that carrier in conjunction with the merged company. The increased reprisal power of East Coast, in our opinion, will substantially reduce and perhaps eliminate any traffic loss from the diversionary activities of the merged company.

Several of the competitive factors emphasized by Mr. Maurer are also of doubtful relevance, either because he failed to demonstrate that the competition would be worse in the future than it had been in the past, or because he did not show that the competition bore more heavily on the Florida East Coast than on other railroads throughout the country. For example, testimony was introduced that FEC had encountered severe competition from trucks in the carriage of fruits and vegetables. Nevertheless, uncontradicted evidence from the organizations revealed that while FEC carries less than half the available produce, its share of the business has, if anything,



increased somewhat over the past 15 years. Similarly, much of the carrier's general testimony regarding the impact of trucking, air transport, and water carriers suggests only that FEC has been subject to the same sort of competition as most other railroads in the United States. Evidence concerning the effect of weather on the traffic in fruits and vegetables seems likewise immaterial in the absence of any showing that crop freezes will become more frequent in the future.

While the company has understandably emphasized the sources of potential losses in revenue, consideration must also be given to various offsetting factors which may strengthen the Carrier's position. For example, the organizations have introduced evidence to show FEC's rapid progress in the carriage of automobiles due to its "piggyback" operations. Traffic of this kind has grown since 1958 from 13 million tons to 68 million tons in 1962; revenue from this business increased from \$363,000 to \$1,157,000 over the same period. Of much greater significance are the gains which will be realized once materials and equipment begin to travel over the new spur linking FEC with the massive defense facilities on Cape Kennedy and Merritt Island. Mr. Maurer testified that the revenue derived from these shipments may be less than anticipated due to the unexpected use of other modes of transport. Nevertheless, the Board of Inquiry established by President Kennedy on September 24, 1963, indicated that substantial revenues would accrue to the railroad from this source. According to the Board, the Corps of Engineers estimates that 521,000 tons of construction materials will be shipped over the Florida East Coast in the next 12 months alone. In addition,

NASA estimates that 1,600 carloads of supplies will be required during the same period, quite apart from the construction material mentioned above. These demands can be expected to remain at a high level in 1965, since major construction in the Cape Kennedy area will continue through that year.

In addition to these specific examples of increased revenue, further gains should be realized through general improvements in economic conditions. Florida remains the most rapidly growing State in the Southeast area, and although Mr. Maurer tended to discount this factor, it is hard to believe that FEC will not share to some extent in the growth of business activity. Moreover, prospects for the tax cut as well as other business indicators suggest that 1964 will be a prosperous year for the national economy. Indeed responsible railroad officials have very recently predicted a continuing improvement in the economic situation of the railroads during this period.\*

There are also several possibilities for decreasing expenditures on the Florida East Coast so as to improve its deficit position. The company has already made great strides in 1961 and 1962 in reducing its labor costs to a level comparable to its competitors. Moreover, FEC is currently engaged in litigation which could materially reduce its tax base and thereby save the company in excess of a half million dollars per year. It is also possible that savings will be achieved in personal injury claims and resulting litigation expenses which were abnormally high in

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\*For an assessment of the situation see address by Stuart R. Saunders, reported in Wall Street Journal, Dec. 11, 1963.

1962 because of a backlog of unsettled claims and a severe accident in 1960. As the organizations have pointed out, the gains to be realized from any one of these sources would more than offset the increased cost of the national settlement. And while it is true that these savings are merely contingent, they are as relevant to this inquiry as the various contingent losses which company witnesses have emphasized.

In assessing the overall significance of the Carrier's evidence, the Board is guided by the principle that inability to pay should be clearly demonstrated in order to justify a departure from the uniform national wage rates that are so important to railroads and Unions alike. In the judgment of the Board, the evidence presented by the Carrier does not meet this standard. In the first place, the financial position of the company appears no worse, and indeed may be better, than it was during many prior years when it was willing to accept the national wage pattern. Moreover, while the company has pointed to examples of actual and prospective losses in revenue, important facets of this testimony are subject to question, and no real showing has been made that the losses will not be outweighed by gains in revenue from other sources and from continued improvements in the efficiency of operations. Finally, the company has made little effort to distinguish its predicament from that of many other railroads which accepted the national settlement in the face of financial difficulties which appear more serious than those of the Florida East Coast.

In reviewing the history of this dispute and the evidence presented by FEC, one suspects that the posi-

tion of the Carrier must be influenced not so much by its belief that it is afflicted with unique financial hardships as by its conviction that national handling does not insure sufficient consideration for the peculiar conditions and problems confronting the individual railroad. This is an old and vexing problem in the field of collective bargaining and one for which there is no universally correct solution. In considering the railroad industry, however, we are necessarily influenced by the fact that unions and carriers alike have sought to bargain on a national basis and that the weak railroads have joined with the strong in support of this principle. In taking this position, the carriers and the organizations have expressed the view that individual negotiations would promote unrest and enhance the possibility of disruptive strikes. Experienced and impartial observers have joined in this conclusion. This Board is not prepared to disturb the consensus that has been reached concerning the manner in which collective bargaining should be carried on in the railroad industry. Accordingly, the Board recommends that FEC agree to pay the 10.28-cent increase in conformance with the 1962 national agreement.

*(d) Retroactivity*

Under the national settlement, FEC would be obliged to pay retroactive wage increases dating back to February 1962. The amount of this obligation would approximate \$250,000 for the period up to the commencement of the strike, and more would be added if retroactivity were extended to the employees who worked during the strike.

The question of retroactive pay involves somewhat different considerations than those connected with the prospective rates to be paid by the Carrier. In this case, for example, we would suppose that the striking employees, having experienced the hardships of a long strike, would be more concerned with regaining their jobs at the standard wage than in obtaining retroactive pay for the period preceding the strike. Moreover, retroactive pay involves a lump-sum obligation of rather formidable proportions. This obligation will impose a burden on a carrier which will have just emerged from a long and costly strike during a period in which other railroads have enjoyed relative prosperity. While the employees may be no more at fault than the Carrier for the strike, the fact that the company's cash position has greatly deteriorated during the past year cannot be ignored. As a result — and solely because of the special circumstances of this case — we believe that the Carrier should not be obliged to grant retroactive compensation.

It might be argued that retroactive pay could be granted without financial hardships if the company were given a period of time in which to make the payments. The Board has considered this possibility. We have already pointed out, however, that the prospects for this railroad are somewhat uncertain over the next few years. While we are not persuaded that a departure from the important principle of standard national wage rates is warranted, we cannot be confident that the Carrier will be able 1 or 2 years hence to pay a large lump sum in retroactive compensation. As a result, we recommend that the organizations refrain from seeking any retroactive pay in negotiating a settlement of this dispute.

### C. Advance Notice

The organizations propose that the Carrier agree to give 5 days' notice, as provided in the national settlement, prior to abolishing jobs or effecting a reduction in force. We may presume that the Carrier opposes any notice requirement in light of the proposals which it served on the organizations on September 24, 1963. In approaching this question, the Board notes that Emergency Board No. 145 recommended a minimum of 5 days' notice after a thorough study of the problem. In the words of the Board:

*This is the type of agreement we believe gives employees reasonable advance notice. It is not the type of agreement that imposes a job freeze; nor do we believe it to be detrimental to the carriers.*

Florida East Coast has not advanced any argument tending to show that such a notice requirement would be inappropriate or burdensome. Moreover, the requirement would not appear to add perceptibly to the financial difficulties of the Carrier. As a result, we recommend that the parties agree to a 5-day notice period on the terms set forth in the national settlement of June 1962.

### RECOMMENDATIONS OF THE BOARD

In summary, the Board finds and recommends that the dispute committed to its investigation and report be resolved in this manner:

1. The Carrier should replace present occupants of the jobs covered by agreements with the cooperating labor organizations parties to this dispute with strik-

ing employees to the extent necessary to permit jobs on the railroad to be filled on the basis of seniority.

2. That all rates of pay existing on November 1, 1961, be increased by 10.28 cents per hour.

3. That in light of the special circumstances shown, the organizations should withdraw any claims for retroactive payment.

4. The Carrier's counterproposal of September 18, 1961, for a reduction in rates of pay of employees in various classifications and crafts, as stated in paragraph 1, 2, and 3, thereof be withdrawn.

5. That the organizations' proposal and Carrier's proposal dealing with layoffs or furloughs be withdrawn.

6. That the parties negotiate a rule requiring not less than five (5) working days' advance notice to regularly assigned employees (not including casual employees or employees who are substituting for regularly assigned employees) whose positions are to be abolished before reductions in force are to be made, except as provided in Article VI of the Agreement of August 21, 1954. Any rules presently in effect more favorable to the employees should be continued.

Respectfully submitted.

HARRY H. PLATT, *Chairman*  
DEREK BOX, *Member*  
PAUL N. GUTHRIE, *Member*.

WASHINGTON, D. C., *December 23, 1963.*

## APPENDIX A-1

## EXECUTIVE ORDER NO. 11127

WHEREAS a dispute exists between the Florida East Coast Railway Company, a carrier, and certain of its employees represented by the Eleven Co-operating Railway Labor Organizations, designated in List A attached hereto and made a part hereof; and

WHEREAS this dispute has not heretofore been adjusted under the provisions of the Railway Labor Act, as amended; and

WHEREAS this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce to a degree such as to deprive a section of the country of essential transportation service:

NOW, THEREFORE, by virtue of the authority vested in me by Section 10 of the Railway Labor Act, as amended (45 U.S.C. 160), I hereby create a board of three members, to be appointed by me, to investigate this dispute. No member of the Board shall be pecuniarily or otherwise interested in any organization of railroad employees or any carrier.

The Board shall report its findings to the President with respect to this dispute within 30 days from the date of this order.

As provided by Section 10 of the Railway Labor Act, as amended, from this date and for thirty days after the Board has made its report to the Presi-



dent, no change, except by agreement, shall be made by the Florida East Coast Railway Company, or by its employees, in the conditions out of which the dispute arose.

JOHN F. KENNEDY.

THE WHITE HOUSE, *November 9, 1963*

# LIST A

International Association of Machinists  
 International Brotherhood of Boilermakers, Iron Ship  
 Builders, Blacksmiths, Forgers and Helpers  
 Sheet Metal Workers' International Association  
 International Brotherhood of Electrical Workers  
 Brotherhood of Railway Carmen of America  
 International Brotherhood of Firemen and Oilers  
 Brotherhood of Railway and Steamship Clerks,  
 Freight Handlers, Express and Station Employees  
 Brotherhood of Maintenance of Way Employees  
 The Order of Railroad Telegraphers  
 Brotherhood of Railroad Signalmen  
 Hotel & Restaurant Employees & Bartenders' Interna-  
 tional Union

## APPENDIX A-2

## APPEARANCES

## On Behalf of Florida East Coast Railway

William B. Devaney, attorney, Steptoe & Johnson.  
Edward Ball, chairman of the board, Florida East Coast Railway.  
William B. Thompson, Jr., president, Florida East Coast Railway.  
C. D. Lane, Jr., vice president and chief finance and accounting officer, Florida East Coast Railway.  
Winfred L. Thornton, vice president and chief operating officer, Florida East Coast Railway.  
Raymond W. Wyckoff, assistant vice president and director of personnel, Florida East Coast Railway.  
T. C. Maurer, vice president and chief freight and passenger traffic officer, Florida East Coast Railway.

## On Behalf of the Employees

Lester P. Schoene, general counsel, Employees' National Conference Committee, 11 Cooperating Railway Labor Organizations.  
Eli Oliver, W. M. Homer, economists, Labor Bureau of Middle West.  
G. E. Leighty, chairman, Employees' National Conference Committee, 11 Cooperating Railway Labor Organizations.  
Michael Fox, president, Railway Employees' Department, AFL-CIO.  
Joseph W. Ramsey, general vice president, International Association of Machinists.  
Russell K. Berg, international president; Edward H.

Wolfe, vice president, International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers, and Helpers.

J. W. O'Brien, general vice president, Sheet Metal Workers' International Association.

Thomas Ramsey, international vice president, International Brotherhood of Electrical Workers.

A. J. Bernhardt, general president, Brotherhood Railway Carmen of America.

Anthony Matz, president, International Brotherhood of Firemen, Oilers, Helpers, Roundhouse & Railway Shop Laborers.

C. L. Dennis, grand President; J. D. Bearden, vice grand president, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

O. C. Jones, vice president, The Order of Railroad Telegraphers.

H. C. Crotty, president, Brotherhood of Maintenance of Way Employes.

Jesse Clark, president, Brotherhood of Railroad Signalmen.

T. H. Gregg, vice president, Brotherhood of Railroad Signalmen.

Richard W. Smith, vice president, Hotel and Restaurant Employes and Bartenders' International Union.

## APPENDIX A-3

## NOTICE

September 1, 1961.

R. W. WYCKOFF,  
Asst. Vice President and Director of Personnel,  
Florida East Coast Railway,  
St. Augustine, Florida.

DEAR SIR: Please consider this letter as the usual and customary thirty-day notice under the Railway Labor Act, as amended, of our desire to revise and supplement all existing agreements, effective November 1, 1961, as follows:

1. All rates of pay shall be increased by the addition to the rates existing on November 1, 1961, of twenty-five (25) cents per hour, this increase to be applied to all types of rates so as to give effect to the requested increase twenty-five (25) cents per hour.
2. Revise and supplement existing agreements so as to include therein rules requiring that:

Prior to any reduction in force or any abolition of a position or positions resulting in reduction in the number of employees in any seniority district or other unit covered by a seniority roster, all employees who may be affected by such reduction in force or abolition of position *will be given not less than six months' advance notice thereof*. However, this rule shall not operate to require more than sixteen hours such advance notice to each employee who may be affected under emergency

conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. Whenever forces are reduced or positions are abolished with less than six months' advance notice pursuant to the preceding sentence all employees affected thereby shall be recalled to service as soon as the suspension of the carrier's operations has ceased or the work of the employees affected can again be performed, and any notice of force reduction or abolition of position pursuant to the preceding sentence shall state that employees affected will be so recalled to service. Any rule, agreement or understanding now in effect more favorable to the employee is preserved and undisturbed by this rule.

It is our desire that conferences on this notice be held at the earliest practicable date and in any event prior to the expiration of thirty days from the date of this notice, and that you, within ten days after receipt of this notice, suggest a date, time and place for this conference. In the event that we are unable to reach an agreement upon the foregoing request at such separate system conferences, we further propose that the matter be handled on a joint national basis.

In accordance with established procedure which has been followed for more than twenty years — on the assumption that an agreement may not be reached

in separate system conferences, our organization has joined with other organizations serving a similar notice upon you and other carrier managements, in the creation of an **Employees' National Conference Committee**, composed of the Chief Executives of the Cooperating Railway Labor Organizations.

In the event an agreement is not reached in our separate system conferences, we request that you join with other carrier managements who are receiving a similar notice, in the creation of a **Carriers' National Conference Committee**, to negotiate to a conclusion in accordance with the procedures of the Railway Labor Act, the subject matter of this notice.

This request is in addition to any other requests we have submitted to you and which are now pending.

Very truly yours,

G. E. LEIGHTY,  
*Chairman, Eleven Cooperative Railway Labor  
Organizations.*

## APPENDIX A-4

## COUNTERPROPOSALS OF THE RAILWAYS

## ATTACHMENT A

*Effective November 1, 1961*

1. Establish new rates of pay, applicable to all employees in the following classifications and employees doing similar work, which shall in each instance be not more than 80% of the respective existing rates:

*Clerical and Station Employees:*

Typists

Telephone switchboard operators

Office assistants

Messengers and office boys

Elevator operators

Office attendants

Watchmen

Motor vehicle and motor car operators

Janitors and cleaners

Baggage, parcel room and station attendants

Callers, loaders, scalers, sealers and perishable-freight inspectors

Truckers (stations, warehouses and platforms)

Laborers (coal and ore docks, and grain elevators)

Common laborers (stations, warehouses, platforms, and grain elevators)

*Maintenance of Way Employees:*

Maintenance of way and structures helpers  
 Maintenance of way and structures apprentices  
 Portable steam equipment operator helpers  
 Pumping equipment operators  
 Extra gang men  
 Sectionmen  
 Maintenance of way laborers, gardeners and farmers  
 Bridge operators and helpers  
 Crossing and bridge flagmen and gatemen  
 Camp cooks

*Shop Crafts:*

Skilled trades helpers  
 Helper apprentices  
 Regular apprentices  
 Coach cleaners

*Stationary Engine and Boilerroom Employees and Shop and Roundhouse Laborers, etc.:*

Classified laborers  
 General laborers  
 Stationary firemen  
 Oilers  
 Coal passers  
 Water tenders

*Signalmen:*

Assistant signalmen  
 Assistant signal maintainers  
 Signalman helpers  
 Signal maintainers helpers



*Dining Car Employees: Kitchen helpers*

2. Establish a rule, or amend existing rules, to provide that the entering rates of pay in the following and similar classifications shall be 80% of the established rates with increases of 4% of the established rate effective on completion of the first and each succeeding year of compensated service in such classifications until the established rate is reached:

*Clerical and Station Employees:*

Clerks

Mechanical device operators

Stenographers

*Telegraphers:*

Clerk-telegraphers

Clerk-telephoners

Telegraphers

Telephoners

3. Establish a rate of \$1.25 per hour applicable to all dining car waiters and other employes serving food or drinks.

4. All rates of pay not affected by Section 1, 2 or 3 shall remain unchanged.

5. Eliminate all rules, regulations, interpretations or practices, however established, which require that more than 24 hours advance notice be given before positions are abolished or forces are reduced.

## APPENDIX A-5

## MEMORANDUM

To: Honorable W. Willard Wirts,  
*Secretary of Labor.*  
Honorable Robert S. McNamara,  
*Secretary of Defense.*  
Honorable James E. Webb,  
*Administrator, National Aeronautics and Space  
Administration.*

The prolonged labor dispute between the Florida East Coast Railway Company and its non-operating employees, which began January 23, 1963, has been a matter of increasing concern to me because of its current and potential impact upon vital defense and space programs.

I, therefore, request that you designate a representative of your Department to serve on a Federal Inquiry Board under the chairmanship of the Department of Labor.

The Board shall investigate the current and potential impact of this labor dispute on the Nation's defense and space efforts.

I expect the Board to report to me through the Secretary of Labor within ten days, stating its findings together with any appropriate recommendations.

JOHN F. KENNEDY.

September 24, 1963.

## APPENDIX A-6

U. S. Department of Labor,  
*Washington 25, D.C.*

The President,  
*The White House,*  
*Washington 25, D. C.*

DEAR MR. PRESIDENT: Enclosed is the report of the Federal Inquiry Board which you established on September 24, 1963 to investigate the current and potential impact of the labor dispute between the Florida East Coast Railway Company and its non-operating employees on the Nation's defense and space efforts.

The Board has concluded that this labor dispute is currently and potentially detrimental to our Nation's defense and space efforts and should be settled as expeditiously as possible. It has recommended that the parties promptly resume negotiations in an effort to resolve their differences and, in the event negotiations are not successful, that they give serious reconsideration to my recommendations of May 13, 1963, that the dispute be submitted to final and binding arbitration. To avoid intolerable interruptions in vital construction programs at Cape Canaveral and Merritt Island, the Board recommends that, until the dispute is resolved, an embargo be placed on all goods shipped under government bills of lading via the Florida East Coast Railway to these facilities, and that after the railroad spur now being constructed at these locations is completed, the Florida East Coast not be permitted to operate on that portion of the spur constructed by the U.S. Corps of Engineers.

I am in full accord with the recommendations of the Board.

I would strongly urge that the parties recognize the critical impact of this dispute on our defense and space programs as well as upon the economy of the region served by the railroad and now engage in meaningful collective bargaining.

Pursuant to your request, this Board only assessed the impact of this dispute on our defense and space efforts. However, the broad impact of the strike upon the economy of the region was made quite apparent to the Board. Since this dispute began the Federal Government has been requested by the Governor of Florida, the Florida delegation to the U.S. Congress, the Florida Public Utilities Commission, and other affected parties to take such action as may be required to bring about a resolution of this controversy.

Hopefully, the dispute will now be resolved by the parties without the need for further Government action. Such a solution would be in the best interests of all concerned. In view of the prolonged and increasingly critical nature of this controversy, I will keep you fully apprised of the responses of the parties and will make further suggestions for Government action, including the possible establishment of an Emergency Board pursuant to Section 10 of the Railway Labor Act, in the event that developments appear to warrant such measures.

Respectfully yours,

W. WILLARD WIRTZ, *Secretary of Labor*

## APPENDIX A-7

THE WHITE HOUSE,  
October 14, 1963.

DEAR MR. SECRETARY: I have reviewed the report of the Federal Inquiry Board on the Florida East Coast Railway dispute. The report reaffirms my concern over the impact of this dispute on our defense and space programs. It is in the public interest that this dispute be promptly resolved.

Accordingly, I am requesting the National Mediation Board to immediately contact the parties with a view to the prompt resumption of negotiations. If these bargaining efforts prove unproductive, I urge the parties to give serious consideration to your recommendation to submit their issues to final and binding arbitration.

In addition, I request that you keep me informed of all subsequent developments with regard to this dispute in the event that additional actions are required.

Sincerely,

J. F. KENNEDY.

Honorable W. Willard Wirtz,  
*Secretary of Labor,*  
*Washington, D.C.*

APPENDIX A-8

National Mediation Board,  
*Washington (25) 20572, December 11, 1963*

EMERGENCY BOARD NO. 157

FLORIDA EAST COAST RAILWAY CO. AND  
ELEVEN COOP. RWY. LABOR ORGS.

MR. HARRY H. PLATT,  
*Chairman, Em. Bd. No. 157,*  
*2080 Penobscot Building,*  
*Detroit 26, Michigan.*

DR. PAUL N. GUTHRIE,  
*Member, Em. Bd. No. 157,*  
*University of North Carolina,*  
*Chapel Hill, North Carolina.*

Professor DERRICK BOX,  
*School of Law, University of California,*  
*Los Angeles, California.*

GENTLEMEN: Reference is made to Emergency Board No. 157, Florida East Coast Railway Company and certain of their employees represented by the Eleven Cooperating Labor Organizations, and to the stipulation made between the parties, as shown on the record, agreeing to an extension of time for the emergency board to file its report and recommendations to the President.

We are enclosing copy of letter dated December 5, 1963, addressed to Chairman Francis A. O'Neill, Jr.,

National Mediation Board, from Mr. Ralph A. Dungan, Special Assistant to the President, wherein he states that the President has approved the recommendations of the National Mediation Board for an extension of time permitting such Emergency Board No. 157, created by Executive Order No. 11127, dated November 9, 1963, to file its report and recommendations not later than December 19, 1963.

Very truly yours,

E. C. THOMPSON, Executive Secretary.  
(Enclosure)

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APPENDIX A-9

THE WHITE HOUSE,  
*Washington, December 18, 1963.*

E.B. 157

DEAR MR. CHAIRMAN: This is to inform you that the President approves the recommendation of the National Mediation Board for an additional extension of time permitting Emergency Board No. 157, created by Executive Order No. 11127, of November 9, 1963, to file its report and recommendations not later than December 24, 1963, inclusive.

Sincerely,

RALPH A. DUNGAN,  
*Special Assistant to the President.*

Honorable Francis A. O'Neill, Jr.  
Chairman  
National Mediation Board  
Washington, D.C.

EXHIBIT 18

FEDERATED COUNCIL  
ASSOCIATION OF RAILWAY TRAINMEN  
AND LOCOMOTIVE FIREMEN  
INTERNATIONAL ASSOCIATION  
OF RAILWAY EMPLOYEES

P. O. Box 1095 . Albany, Ga.

OFFICERS:

John W. Whitaker.  
President  
P. O. Box 1095  
Albany, Ga.

J. F. Little  
Vice-President  
984 Albert Avenue  
Norfolk 13, Va.

William Henderson  
1st Vice-President  
618 Jones St.  
Waycross, Ga.

J. E. Henderson  
3rd Vice-President  
P. O. Box 196  
Gibbsland, La.

Charles Stewart  
Treasurer  
306 S. Front St.  
DeQuincy, La.

H. R. Barnett  
Auditor  
1100 N. W. University  
Knoxville, Tenn.



<b>EXECUTIVE BOARD:</b> V. E. Harrison	
Herman Simpson.	417 W. 16th St.
Chairman	Jacksonville 6, Fla.
3559 Ruth St.	Robert M. Noble
<b>Houston 4, Texas</b>	1207 E. 22nd St.
Manuel Henry	Kansas City, Mo.
2108 Wichita St.	Miles Jackson
Houston 4, Texas	421 4th Terrace N.
Manuel Henry	Birmingham, Ala.
2108 Wichita St.	W. L. Lewis
Houston 4, Texas	17 Mimosa Crescent
Fred Davis	Hampton, Va.
1519 Tuttle Ave.	F. O. Jackson
Montgomery, Ala.	210 E. Simon Terrace N. W.
T. Jordan	Atlanta 18, Ga.
1819 Milan St.	
Shreveport, La.	

December 23, 1963

Mr. E. C. Thompson, Secretary  
National Mediation Board  
Washington, D. C.

Dear Sir:

A dispute has arisen between the International Association of Railway Employees and the Florida East Coast Railway Company and has not been adjusted between them and the services of the National Mediation Board under Section 5, First, of the Railway Labor Act, are hereby involved on the question as follows:

"Carrier's Section 6 notice dated September 24, 1963 to supersede on October 25, 1963 all working agreements with one of its own which

would eliminate the craft of locomotive firemen and would transfer them from the operating department to the non-operating department as maintenance of equipment helpers in its railway shops."

There are approximately two hundred (200) employees involved.

There is an agreement in effect governing rates of pay, rules and working conditions for locomotive firemen and the Florida East Coast Railway Company represented by the International Association of Railway Employees, dated November 16, 1946.

This dispute involves not only a change in the above mentioned dispute, but a complete cancellation of it and a copy of the thirty-day notice dated September 24, 1963 is being mailed along with a copy of the new proposed agreement under separate cover.

Initial conference was held on October 18th and was recessed until December 6th and was postponed at management's request until December 18, 1963, at which time carrier unilaterally terminated conference. Copy of this letter is also being mailed under separate cover.

SIGNED AT Albany, Georgia THIS 23rd DAY OF December, 1963.

(Signed) JOHN W. WHITAKER  
John W. Whitaker, President  
International Association of  
Railway Employees

Received: Dec. 26, 1963

## EXHIBIT 19

December 26, 1963

Mr. R. W. Wyckoff  
Asst. Vice President & Director of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

Dear Mr. Wyckoff:

The Board is in receipt of an application for mediation from the International Association of Railway Employees covering a dispute between that organization and the Florida East Coast Railway Company on the following subject:

"Carrier's Section 6 notice dated September 24, 1963 to supersede on October 25, 1963 all present agreements covering wages and working agreements with one of its own which would eliminate the craft of locomotive firemen and would transfer them from the operating department to the non-operating department as maintenance of equipment helpers in its railway shops."

Attached for your information is a copy of a letter addressed to the Board dated December 23, 1963 from Mr. Whitaker.

Please furnish us promptly with any statement you may care to make on behalf of the company.

Very truly yours,

E. C. Thompson  
Executive Secretary

-attachment-

cc-to: Mr. John W. Whitaker  
6-sad

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EXHIBIT 20

FLORIDA EAST COAST RAILWAY COMPANY

St. Augustine, Florida  
December 31, 1963

2

Mr. E. C. Thompson, Executive Secretary  
National Mediation Board  
Washington, D. C.

Dear Sir:

I have your letter of December 26, 1963 advising that the National Mediation Board is in receipt of an application for mediation from the International Association of Railway Employees covering a dispute between that Organization and the Florida East Coast Railway Company involving the Railway's Section 6 Notice of September 24, 1963 to revise the Working

Agreement in effect between the Railway and the International Association of Railway Employees and inviting a statement on behalf of the Railway.

On September 24, 1963 the Railway served Notice, pursuant to the provisions of Section 6 of the Railway Labor Act, on General Chairman V. E. Harrison of the International Association of Railway Employees, representing Locomotive Firemen of the Florida East Coast Railway Company, of desire to revise, effective October 25, 1963, the scheduled Working Agreement between the Railway and the International Association of Railway Employees to the extent indicated in the Agreement attached to that Notice. Copy of letter of September 24, 1963 with the proposed Agreement attached is appended hereto as Exhibit "A".

The initial conference was held on this Notice on October 18, 1963 at which time representatives of the International Association of Railway Employees, together with representatives of other Organizations in attendance, refused to negotiate on the matter for the reason, as expressed by General Chairman W. F. Howard who acted as spokesman for those present, that a court reporter was present to make a record of the proceedings. On October 22, 1963, however, Federated President John W. Whitaker of the International Association of Railway Employees made written request that further conferences be held on the Notice, suggesting the date of November 1, 1963. Prior commitments prevented a meeting on that date, but the date of November 8, 1963 was agreed upon and further conference on the issues involved was held on that date and again on December 18, 1963. Those conference discussions failed to resolve the dispute

and under date of December 19, 1963 I addressed the following communication to General Chairman Harrison of the International Association of Railway Employees:

"At our conference on Wednesday, December 18, 1963, we again discussed the rules changes proposed in Notice which was served on you September 24, 1963 of desire to revise, effective October 25, 1963, the Agreement with your Organization.

During the course of our discussion you rejected, in whole or in part, Articles I, II, VI, VII, IX, XI, XII, XVII, XVIII, XIX, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX and XXX of the Railway's proposed Agreement submitting certain counterproposals to those agreement provisions. The counterproposals which you submitted are not acceptable to the Railway and are therefore rejected. In view of our inability to dispose of the issues involved conferences on the subject have been terminated."

In accordance with my advice to General Chairman Harrison, conferences on the issues involved have been terminated as of December 19, 1963.

Yours very truly,

(Signed) R. W. WYCKOFF

Assistant Vice President and  
Director of Personnel

RWW/p

Received: Jan. 6, 1964

## EXHIBIT 21

January 6, 1964  
Case No. A-7093

Mr. R. W. Wyckoff  
Asst. Vice President & Director of Personnel  
Florida East Coast Railway Company  
St. Augustine, Florida

Mr. John W. Whitaker, President  
International Association of Railway Employees  
P. O. Box 1095  
Albany, Georgia

Gentlemen:

References is made to application for the mediation services of this Board, in a dispute between your respective carrier and organization, described as follows:

"Carrier's Section 6 notice dated September 24, 1963 to supersede on October 26, 1963 all present agreements covering wages and working agreements with one of its own which would eliminate the craft of locomotive firemen and would transfer them from the operating department as maintenance of equipment helpers in its railway shop."

This application has been docketed as our Case No. A-7093 and will hereafter be referred to by that num-

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ber. A mediator will be assigned to mediate this dispute consistent with prior commitments.

Very truly yours,

E. C. Thompson  
Executive Secretary

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